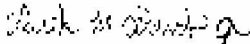


SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 39	
2. CONTRACT NUMBER 68HERH19D0023			3. SOLICITATION NUMBER 68HERH19R0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/21/2018	
6. REQUISITION/PURCHASE NUMBER PR-OCSP-18-00190								
7. ISSUED BY HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460			8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)								
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME Derek Davis		B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 564-1074 EXT.:			C. E-MAIL ADDRESS Davis.Derek@epa.gov	
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES		
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS		
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS				
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD		
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS						
OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR EASTERN RESEARCH GROUP, INC. Attn: (b)(4) 110 HARTWELL AVE STE 1 LEXINGTON MA 024213134			CODE 112947395		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE: NUMBER: EXT.:			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$4,500,000.00		21. ACCOUNTING AND APPROPRIATION See schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) See Schedule G					25. PAYMENT WILL BE MADE BY			
CODE HP0D					CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Derek Davis					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE 03/21/2019

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0023	PAGE	OF
		2	39

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 112947395 Chemical Safety and Source Reduction Hub Contract. (EPA Pollution Prevention (P2) Hub and Mission Support) Max Expire Date: 09/20/2024 Invoice Approver: Scott Drewes Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Payment: Accounting Info: 18-19-B-69T-000C95-2505-TPDF000-1869TV9004-001 BFY: 18 EFY: 19 Fund: B Budget Org: 69T Program (PRC): 000C95 Budget (BOC): 2505 Cost: TPDF000 DCN - Line ID: 1869TV9004-001 Period of Performance: 03/21/2019 to 03/20/2024 Funded: \$10,000.00				
0001	Chemical Safety and Source Reduction Hub Contract. (EPA Pollution Prevention (P2) Hub and Mission Support) All work shall be performed in accordance with the Statement of Work. Ordering Period: 03/21/2019 - 03/20/2024				4,500,000.00

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SECTION B - Supplies or Services/Prices

B-1 DESCRIPTION OF CONTRACT

This requirement is for the U.S. Environmental Protection Agency (EPA), Office of Pollution Prevention and Toxics (OPPT) in support of their Pollution Prevention (P2) program requiring IT, administrative, and advisory services.

This is a single award Indefinite-Delivery, Indefinite Quantity (IDIQ) contract. Task Orders will be Firm-Fixed Price (FFP) or Time-and-Materials (T&M), or a combination of both contract types. Work to be performed under this contract shall be ordered through task orders placed pursuant to the ordering procedures outlined in Section G. All Task Orders placed under this IDIQ contract shall be within the scope of the Statement of Work provided in Attachment 1.

B-2 Local Clauses 1552.216-73(DEVIATION) FIXED RATES FOR SERVICES - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

The following fixed rates shall apply for payment purposes for the duration of the contact.

Labor Category	Year 1 Loaded Hourly Rate	Year 2 Loaded Hourly Rate	Year 3 Loaded Hourly Rate	Year 4 Loaded Hourly Rate	Year 5 Loaded Hourly Rate
Program Manager	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Quality Assurance Manager					
Senior Level - Developer					
Senior Level - Environmental Analyst					
Senior Level - Communication/Marketing Specialist					
Project Manager					
Technical Expert					
Administrative Specialist					
Mid Level - Environmental Analyst					
Junior Level - Environmental Analyst					
Entry Level - Environmental Analyst					
Senior Level - Environmental Scientist					
Mid Level - Environmental Scientist					
Junior Level - Environmental Scientist					
Entry Level - Environmental Scientist					
Senior Level - Environmental Engineer					
Mid Level - Environmental Engineer					
Junior Level - Environmental Engineer					
Entry Level - Environmental Engineer					
Senior Level - Economist					
Mid Level - Economist					
Junior Level - Economist					
Mid Level - Training Specialist					
Junior Level - Training Specialist					
Mid Level - Communication/Marketing Specialist					

Junior Level - Communication/Marketing Specialist	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Entry Level - Communication/Marketing Specialist					
Mid Level - Developer					
Applications Tester					
Website Coordinator					
Video Journalist/Storyteller					
Senior Level - Information Technology Specialist					
Mid Level - Information Technology Specialist					
Junior Level - Information Technology Specialist					

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Orders and accepted by the EPA Contracting Officer's Representative (COR). The Government shall pay the Contractor at rates in effect when the work is performed by the Contractor. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Orders.

B-3 NEGOTIATION OF ADDITIONAL FIXED RATES

From time to time, additional items may be added to local clause 1552.216-73(DEVIATION) with fixed rates negotiated and agreed to between the parties. If mutually agreed to by the Contracting Officer and the Contractor, specific fixed rates for items which are not included in the list may be negotiated and agreed upon. During contract performance, if the Contractor identifies additional labor rates for inclusion in the list, or an item for which development of a fixed rate is applicable to an individual task order is appropriate, the contractor shall furnish the Contracting Officer a written request identifying the item and the proposed rate. The request shall include cost and pricing "rate buildup" data supporting the proposed rate.

B-4 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$10,000 for each contract awarded under the requirement. The amount of all orders shall not exceed \$4,500,000.00. The Government is not obligated to order the maximum from the contractor, and the maximum of each contract will depend on the number and size of the task orders received by the contractor under this IDIQ contract.

B-5 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items **To Be Determined at Task Order level** through **To Be Determined at Task Order level** are severable and may be incrementally funded. For these items, the sum of **\$10,000.00** of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 30 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION: (All Recapitulations shall be determined at the Task Order level)

SECTION C - Description/Specifications

C-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.211-79	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

C-2 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(End of clause)

C-3 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work included in Attachment 1. Work will be ordered against the subject Statement of Work through Contracting Officer issuance of Task Orders.

SECTION D - Packaging and Marking

No clauses in this section.

SECTION E - Inspection and Acceptance

E-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)
FAR	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Specifications and Guidelines for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See Below
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As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) (dated 03/20/01-Reissued May 2006)

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Project Officer. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/11]	As stated in the Request for Task Order Proposal

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by the EPA Contracting Officer's Representative. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - Deliveries or Performance

F-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.242-15	STOP-WORK ORDER. (AUG 1989)
EPAAR	1552.211-75	WORKING FILES. (APR 1984)
EPAAR	1552.211-76	LEGAL ANALYSIS. (APR 1984)
EPAAR	1552.211-78	ADVISORY AND ASSISTANCE SERVICES. (JUL 2016)

F-2 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (JUN 1996)

(a) The Contractor shall furnish one (1) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.

(iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Contracting Officer's Representative.	Email
1	Contracting Officer.	Email

(End of clause)

F-3 EPAAR 1552.211-77 FINAL REPORTS. (SEP 2013)

(a) "Draft Report" The Contractor shall submit a copy of the draft final report on or before 30 days, unless specified differently in the individual task order to the Contracting Officer's Representative and Contracting Officer in electronic format, unless specified otherwise by the Government. The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be double-spaced or space-and-a-half and shall include all pertinent material required in the final report. The Government will review for approval or disapproval the draft and provide a response to the Contractor within 45 calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting Officer in writing.

(b) "Final Report" - The Contractor shall deliver a final report on or before the last day of the period of performance specified in the contract. Distribution is as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	EPA Library	To Be Determined
1	Contracting Officer	To Be Determined
1	Contracting Officer's Representative	To Be Determined

(c) The electronic format of the draft and final report shall be in accordance with the current EPA policy and procedures.

(End of clause)

F-4 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be 5 years from date of award inclusive of all required reports.

SECTION G - Contract Administration Data

G-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.208-70	PRINTING. (SEP 2012)
EPAAR	1552.245-70	GOVERNMENT PROPERTY. (SEP 2009)

G-2 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TASK ORDER OMBUDSMAN

Tommie L. Madison, Jr., Agency Advocate for Competition USEPA
Headquarters, Officer of Acquisition Solution
1200 Pennsylvania Avenue, N.W.
Mail Code 3801R
Washington, DC 20460
Phone: 202-564-2556
Email: Madison.Tommie@epa.gov

G-3 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, from 03/21/2019 through 03/20/2024. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

EPA Contracting Officers as assigned.

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on page 3 of the task/delivery order, depending upon which is provided, within five (5) calendar days of receipt.

(d) Prior to the placement of any task/delivery order, the Contractor will be provided with a proposed Performance Work Statement/Statement of Work and will be asked to respond with detailed technical and cost proposals within 30 calendar days or less. The technical proposal will delineate the Contractor's interpretation for the execution of the PWS/SOW, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued.

(e) Each task/delivery order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order which will accrue in the next thirty (30) days will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within five (5) calendar days.

(End of clause)

G-4 Local Clauses EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/OFFERS/QUOTES

(a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/> . All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net . There is no charge for registration in or use of FedConnect.

(b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov> . There is no charge for registration in SAM.

G-5 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless

there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(End of clause)

G-6 EPAAR 1552.242-70 INDIRECT COSTS. (SEP 2017)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: U.S. Environmental Protection Agency, Manager, Financial Analysis and Oversight Service Center, Mail Code 3802R, Policy, Training Oversight Division, 1200 Pennsylvania Avenue NW., Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Indirect Pool	FY19 Provisional Rate	Allocation Base Description
(b)(4)	(b)(4)	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Indirect cost rate ceilings are not established.

(End of clause)

G-7 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: Information to be defined in Task Orders as applicable.

(End of clause)

G-8 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Scott Drewes, Contract-Level COR
U.S. EPA Headquarters
William Jefferson Clinton Building
1200 Pennsylvania Ave. NW
Mail Code: 7409M
Washington, DC 20460
drewes.scott@epa.gov
(202) 564-8833

Contracting Officials responsible for administering this contract are as follows:

Derek Davis, Administrative Contracting Officer
U.S. EPA Headquarters
William Jefferson Clinton Building
1200 Pennsylvania Ave. NW
Mail Code: 3805R
Washington, DC 20460
Davis.Derek@epa.gov
(202) 564-1074

Contract Specialist: To Be Determined

G-9 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Tina Marie Marshall, Contract Property Administrator
U.S. EPA Headquarters
William Jefferson Clinton Building
1200 Pennsylvania Ave. NW
Mail Code: 3204R
Washington, DC 20460
marshall.tinamarie@epa.gov
(202) 564-1095

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - Special Contract Requirements

H-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)
EPAAR	1552.203-71	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)
EPAAR	1552.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)
EPAAR	1552.209-73	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)
EPAAR	1552.209-75	ANNUAL CERTIFICATION. (MAY 1994)
EPAAR	1552.223-71	EPA GREEN MEETINGS AND CONFERENCES. (SEP 2017)
EPAAR	1552.227-76	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)
EPAAR	1552.235-70	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)
EPAAR	1552.235-71	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)
EPAAR	1552.235-76	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)
EPAAR	1552.235-77	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)
EPAAR	1552.235-78	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)
EPAAR	1552.235-79	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)
EPAAR	1552.235-80	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)
EPAAR	1552.237-74	PUBLICITY. (APR 1984)
EPAAR	1552.237-75	PAPERWORK REDUCTION ACT. (APR 1984)

H-2 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

H-3 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

- (a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.
- (b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within TBD calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.
- (c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:
- (1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.
 - (2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."
 - (3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.
- (d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:
- This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.
- (e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H-4 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

- (a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-5 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

1. Program Manager, (b)(4)

2. Quality Assurance Manager (b)(4)

3. Senior Developer, (b)(4)
4. Senior Environmental Analyst (b)(4)
5. Senior Communication/Marketing Specialist (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-6 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

- (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within seven (7) (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H-7 Local Clauses 1552.242-71 CONTRACTOR PERFORMANCE INFORMATION (MAY 2010)(DEVIATION)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

H-8 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H-9 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H-10 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H-11 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H-12 Local Clauses EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

H-13 Local Clauses EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-14 Local Clauses EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H-15 Local Clauses EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H-16 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H-17 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H-18 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

H-19 Local Clauses EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term 'Federal holidays' as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1 - New Year's Day

January - Monday - Martin Luther King Day

February - Third Monday - Washington's Birthday

May - Last Monday - Memorial Day

July 4 - Independence Day

September - First Monday - Labor Day

October - Second Monday - Columbus Day

November 11 - Veterans Day

November - Fourth Thursday - Thanksgiving Day

December 25 - Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

(i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);

(ii) Inclement weather;

(iii) Failure of Congress to appropriate operational funds;

(iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or

(v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

365 calendar days/year - 10 Federal holidays - 104 Saturdays/Sundays = 251 days/12 months

= 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

H-20 Local Clauses EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution.

H-21 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I

FAR	52.246-4	AUG 1996	(APR 1984)
FAR	52.249-2	APR 2012	INSPECTION OF SERVICES—FIXED-PRICE TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE

H-22 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Firm-Fixed-Price (FFP) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.232-7	AUG 2013	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
FAR	52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION
FAR	52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOUR
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

SECTION I - Contract Clauses

I-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.202-1	DEFINITIONS. (NOV 2013)
FAR	52.203-3	GRATUITIES. (APR 1984)
FAR	52.203-5	COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
FAR	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
FAR	52.203-7	ANTI-KICKBACK PROCEDURES. (MAY 2014)
FAR	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
FAR	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
FAR	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
FAR	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)
FAR	52.203-14	DISPLAY OF HOTLINE POSTER(S). (OCT 2015)
FAR	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)
FAR	52.204-2	SECURITY REQUIREMENTS. (AUG 1996)
FAR	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
FAR	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
FAR	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)
FAR	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)
FAR	52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)
FAR	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)
FAR	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)
FAR	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
FAR	52.210-1	MARKET RESEARCH. (APR 2011)
FAR	52.215-2	AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
FAR	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
FAR	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)

FAR	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)
FAR	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)
FAR	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
FAR	52.216-7	ALLOWABLE COST AND PAYMENT. (JUN 2013)
FAR	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS. (OCT 1997)
FAR	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)
FAR	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2017)
FAR	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)
FAR	52.222-3	CONVICT LABOR. (JUN 2003)
FAR	52.222-21	PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)
FAR	52.222-26	EQUAL OPPORTUNITY. (SEP 2016)
FAR	52.222-37	EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)
FAR	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)
FAR	52.222-50	COMBATING TRAFFICKING IN PERSONS. (MAR 2015)
FAR	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)
FAR	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)
FAR	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)
FAR	52.223-6	DRUG-FREE WORKPLACE. (MAY 2001)
FAR	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
FAR	52.224-1	PRIVACY ACT NOTIFICATION. (APR 1984)
FAR	52.224-2	PRIVACY ACT. (APR 1984)
FAR	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
FAR	52.227-1	AUTHORIZATION AND CONSENT. (DEC 2007)
FAR	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
FAR	52.227-14	RIGHTS IN DATA-GENERAL. (MAY 2014)
FAR	52.227-14	RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE II (DEC 2007)
FAR	52.227-14	RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)
FAR	52.227-14	RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE V (DEC 2007)
FAR	52.227-16	ADDITIONAL DATA REQUIREMENTS. (JUN 1987)
FAR	52.227-17	RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)
FAR	52.229-3	FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)
FAR	52.230-2	COST ACCOUNTING STANDARDS. (OCT 2015)
FAR	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)
FAR	52.232-1	PAYMENTS. (APR 1984)
FAR	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)
FAR	52.232-8	DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

FAR	52.232-11	EXTRAS. (APR 1984)
FAR	52.232-17	INTEREST. (MAY 2014)
FAR	52.232-18	AVAILABILITY OF FUNDS. (APR 1984)
FAR	52.232-23	ASSIGNMENT OF CLAIMS. (MAY 2014)
FAR	52.232-25	PROMPT PAYMENT. (JAN 2017)
FAR	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)
FAR	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
FAR	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)
FAR	52.233-1	DISPUTES. (MAY 2014)
FAR	52.233-3	PROTEST AFTER AWARD. (AUG 1996)
FAR	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
FAR	52.237-3	CONTINUITY OF SERVICES. (JAN 1991)
FAR	52.242-3	PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)
FAR	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
FAR	52.242-13	BANKRUPTCY. (JUL 1995)
FAR	52.243-1	CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE III (APR 1984)
FAR	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)
FAR	52.244-2	SUBCONTRACTS. (OCT 2010)
FAR	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS. (NOV 2017)
FAR	52.245-1	GOVERNMENT PROPERTY. (JAN 2017)
FAR	52.245-9	USE AND CHARGES. (APR 2012)
FAR	52.246-25	LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
FAR	52.248-1	VALUE ENGINEERING. (OCT 2010)
FAR	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)
FAR	52.249-6	TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)
FAR	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
FAR	52.249-14	EXCUSABLE DELAYS. (APR 1984)
FAR	52.251-1	GOVERNMENT SUPPLY SOURCES. (APR 2012)
FAR	52.253-1	COMPUTER GENERATED FORMS. (JAN 1991)
EPAAR	1552.211-79	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JUL 2016)

I-2 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A)
If -

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though

it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-3 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **03/21/2019** through **03/20/2024**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-4 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$4.5 Million;

(2) Any order for a combination of items in excess of \$4.5 Million; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-5 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration of the contract.

(End of clause)

I-6 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

I-7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

I-8 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-9 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-10 FAR 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 5 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases *contract price* and *cost* wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I-11 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): FAR: <http://farsite.hill.af.mil/vmfara.htm> ; EPAAR: <http://farsite.hill.af.mil/vmepaara.htm>

(End of clause)

I-12 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the date of the clause.
- (b) The use in this solicitation or contract of any EPAAR (48 CFR 15) clause with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the name of the regulation.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

J-1 Local Clauses EPA-J-52-101 LIST OF ATTACHMENTS

Attachment Number	Title
1	STATEMENT OF WORK
2	LABOR CATEGORY DESCRIPTIONS
3	QUALITY ASSURANCE SURVEILLANCE PLAN
4	CYBERSECURITY ADDENDUM
5	INVOICE PREPARATION INSTRUCTIONS
6	QUALITY MANAGEMENT PLAN

ATTACHMENT 1
STATEMENT OF WORK

Chemical Safety and Source Reduction Hub Contract

i. Acronyms

ANSI	American National Standards Institute
ASQ	American Society for Quality
BI	Business Intelligence
BIFMA	Business and Institutional Furniture Manufacturers Association
CBI	Confidential Business Information
COR	Contracting Officer Representation
DED	Data Element Dictionary
EEBC	Electronics Environmental Benefits Calculators
EPEAT	Electronic Product Environmental Assessment Tool
EPAAG	EPA Acquisition Guide
EPP	Environmentally Preferable Purchasing
ERD	Entity Relationship Diagram
ETL	Extraction, Transformation, and Loading
FAR	Federal Acquisition Regulations
GIS	Geographic Information System
GPO	Government Printing Office
IEEE	Institute of Electrical and Electronics Engineers
ICR	Information Collection Request
MTCO ₂ e	Metric Tons of Carbon Dioxide Equivalent
NGO	Non-Governmental Organization
NPDES	National Pollutant Discharge Elimination System
NTTAA	National Technology Transfer and Advancement Act
NSF	National Sanitation Foundation
OMB	Office of Management and Budget
P2	Pollution Prevention
PO	Project Officer
PPA	Pollution Prevention Act
PPIC	Pollution Prevention Information Clearinghouse
PROTRAC	Product Review Tracking System
QAPP	Quality Assurance Project Plan
QMP	Quality Management Plan
RCRA	Resource Conservation and Recovery Act
SDLC	System Development Life Cycle
SOW	Statement of Work
TAP	Technical Assistance Provider
TOCOR	Task Order Contracting Officer Representative
TRI	Toxic Release Inventory
TSCA	Toxic Substances Control Act

1. Background

The Pollution Prevention Act of 1990 established as national policy the use of pollution prevention as the first choice in addressing pollution at the source. Pollution prevention is any practice that reduces, eliminates, or prevents pollution at its source before the pollution is generated. In passing the Pollution Prevention Act (PPA), Congress found that “*(T)here are significant opportunities for industry to reduce or prevent pollution at the source through cost-effective changes in production, operation, and raw materials use. Such changes offer industry substantial savings in reduced raw material, pollution control, and liability costs as well as help protect the environment and reduce risks to worker health and safety.*” Congress further found that “*...businesses need information and technical assistance to overcome institutional barriers to the adoption of source reduction practices*” and that “*(S)ource reduction is fundamentally different and more desirable than waste management and pollution control.*”

The EPA Pollution Prevention (P2) Program

The EPA Pollution Prevention (P2) Program helps American businesses compete economically through improved environmental performance; helps American manufacturers reduce costs and adopt innovative practices; helps spur, leverage and amplify innovation and reduce the costs of small/medium companies to identify and test pollution prevention innovation; promotes chemical safety; and, helps protect human health and the environment. See <http://www.epa.gov/p2>. A priority of the P2 Program is to support implementation of the Toxic Substances Control Act (TSCA) and chemical safety.

The EPA P2 Program is a non-regulatory program (there are no requirements imposed on regulated entities). Instead, as required by the Pollution Prevention Act of 1990, the EPA P2 Program works with businesses, states and other partners to encourage and facilitate adoption of P2 approaches through the development and delivery of P2 information and tools to businesses; technical assistance, the funding and facilitation of P2 innovations; and the sharing and amplification of those innovations so that others can replicate those approaches and outcomes. The P2 Program also helps markets function by providing information to manufacturers, suppliers and purchasers on environmental performance of products and services.

These approaches:

- help American businesses compete economically through improved environmental performance.
- help American manufacturers reduce costs and adopt innovative practices.
- help spur, leverage and amplify innovation and reduce the costs of small/medium companies to identify and test P2 innovation
- promote chemical safety and help protect human health and the environment.

The EPA P2 Program uses a multi-pronged approach to promote chemical safety and pollution prevention, including; implementing the Pollution Prevention Act, Executive Orders, and EPA P2 policies; supporting state technical assistance programs through

grants; measuring results; and promoting other related EPA P2 voluntary programs, including Environmentally Preferable Purchasing (EPP), Green Chemistry, Safer Choice, and voluntary environmental standards development for green products. Based on the PPA, the Agency is also charged with integrating P2 into other EPA program offices, state programs, and elsewhere to make pollution prevention the option of choice for meeting the nation's environmental goals.

The contractor will support the P2 Program in the areas listed below, and with the tasks described in Section 4 of this Statement of Work. Program areas include, but are not limited to, the Pollution Prevention Grant Program; Tools, Measures, and Grant Reporting; Case Studies and Best Management Practices; the Chemical Safety and Source Reduction Hub; Environmentally Preferable Purchasing; Green Chemistry; and Safer Choice. The work will be at the direction of the EPA and the relative focus and level of effort devoted to the tasks below will vary from year-to-year depending on EPA needs, priorities, and available funds.

The Pollution Prevention Grant Program

The Pollution Prevention Act authorizes EPA to issue grants and cooperative agreements to state agencies, state entities (e.g., colleges and universities), and federally-recognized tribes to support the adoption of pollution prevention by businesses. Grants may fund outreach efforts on the benefits of P2, direct P2 technical assistance (e.g., on-site environmental audits, implementing environmental management system protocols); training for businesses; development and adoption of P2 solutions and innovations; and sharing and amplifying those innovations so that others can replicate approaches and outcomes. Components of the program are issuing a bi-annual solicitation, distributing grant funds, monitoring funded projects, providing technical assistance where needed, and providing economic and technical analysis in evaluating the progress and results of the projects.

Tools, Measures, and Grant reporting

EPA provides on its P2 website several tools and calculators to assist organizations in capturing critical environmental performance outcome measures. These calculators are designed to measure the environmental and economic performance results of pollution prevention activities. For example, the Electronics Environmental Benefits Calculators (EEBC) was developed to assist organizations in estimating the environmental benefits of greening their purchase, use and disposal of electronics.

Measuring results is a critical component of the P2 Grant Program. The Pollution Prevention Act tells the Agency to "establish appropriate means for measuring the effectiveness of the State grants." Accordingly, the P2 Program developed four outcome measures for assessing the effectiveness of State grants: (1) pounds of hazardous materials (inputs and releases) reduced through P2, (2) gallons of water

conserved, (3) metric tons of carbon dioxide equivalent (MTCO₂e) emissions reduced, and (4) dollar savings associated with these achievements. Grantees are required to report any results for these measures to EPA. The P2 Grant Program recently revised its reporting system for reporting, tracking and analyzing grant results in a new database system referred to as P2 Grants Plus. The purpose of P2 Grants Plus is to help make EPA's P2 grant and staff projects and facility-level results more transparent to the P2 Program, to help in developing case studies on a broad scale, and to lay groundwork for sharing this information with more people in the future.

Case Studies and Best Management Practices

Case studies and best management practices are extremely valuable to pollution prevention technical assistance providers and adopters of pollution prevention technologies. Both showcase the effectiveness of pollution prevention projects by quantifying pollution reduction, reduced energy and water usage, realized cost savings, and other benefits. They also can encourage companies to adopt innovative pollution prevention practices by showing real world examples and identifying successful technologies and techniques.

The identification, amplification, and replication of case studies and best management practices is a key component of EPA's strategy to promote pollution prevention. EPA maintains a list of pollution prevention-related case studies and best management practices on its website. However, EPA would like to improve the content of these materials and the ability of P2 providers and businesses to easily search and locate them. EPA will continue to support the development of case studies through its P2 Grants Program in order to demonstrate the value of grant activities. Grantees regularly develop case studies and them to as part of webinar or workshop sessions to heighten awareness, encourage behavioral change, and champion significant results from their activities.

The Chemical Safety and Source Reduction Hub

The PPA requires the EPA to establish a source reduction clearinghouse. This clearinghouse serves as a center for source reduction technology transfer, provides outreach and education programs for states to further the adoption of source reduction technologies, and maintains information on approaches to source reduction that is accessible to the public. Currently, this service is provided through the Pollution Prevention Information Clearinghouse (PPIC) on EPA's website (<https://www.epa.gov/p2/pollution-prevention-resources#ppic>). The PPIC provides outreach, education and information concerning the national Pollution Prevention (P2) grant programs. The PPIC calendar lists conferences, training, and webinars available to the public.

EPA is replacing the PPIC and the grants program known as the Pollution Prevention Information Network with the Chemical Safety and Source Reduction

Hub, which is intended to promote pollution prevention to businesses nationally and support a national network of the recipients of EPA's Pollution Prevention Grant Program. The Chemical Safety and Source Reduction Hub will develop, promote, and deliver specific P2 resources, tools, training and services to meet the needs of businesses and technical assistance providers (TAPs). The activities of the PPIC will be incorporated into the Chemical Safety and Source Reduction Hub. The Hub will respond to questions and information requests submitted from businesses, TAPs, EPA and the public. An important tool of the Hub will be an information repository of source reduction information, such as case studies, best management practices, and innovative approaches to pollution prevention. This information repository will expand on, update, and modernize the existing PPIC case study repository, P2 Grants Plus, and other P2 Case Study Databases and collections. Through various media resources (the repository, webinars, listservs, articles, etc.), the Chemical Safety and Source Reduction Hub will amplify pollution prevention approaches that technical assistance providers can replicate.

Activities of the Chemical Safety and Source Reduction Hub will also include assessing the chemical safety and source reduction information and training needs of businesses and technical assistance providers; developing P2 information resources, training materials or tools to meet those needs; promoting and delivering tools, products and services through training and making P2 resources and tools available online; and measuring the impact of grant activities on adoption of P2 practices. The Chemical Safety and Source Reduction Hub will follow-up with attendees of trainings and webinars to identify P2 plans or practices that were implemented as a result of the information or assistance provided. In addition, the Chemical Safety and Source Reduction Hub will collect feedback from customers concerning the effectiveness of the information or assistance services provided.

In addition, based on the needs of the P2 Program, the Chemical Safety and Source Reduction Hub may assist with convening TAPs and businesses nationally to promote P2 innovations for amplification and replication, to identify gaps in P2 information or skills, and then identify and/or develop new tools or training to address those needs. The Hub may analyze data to target P2 assistance efforts or evaluate the environmental impact of a given sector. The Hub may develop and deliver tools or calculators that can be used to convert the adoption of a P2 practice into the expected environmental outcomes -- e.g., reductions in hazardous releases and water conservation.

Environmentally Preferable Purchasing Program

EPA's Environmentally Preferable Purchasing (EPP) Program helps the US Federal government harness private sector innovation by utilizing marketplace standards and ecolabels to identify and procure environmentally preferable products and services. In turn, the program leverages the significant federal purchasing power to prevent pollution, realize lifecycle cost savings, and increase US industry competitiveness. The EPP develops information to shed light on

which of the hundreds of non-federal standards and ecolabels represent credible and environmentally sustainable behavior. With this information, businesses have clear guidance as to what manufacturing practices are considered the most environmentally sustainable, and customers and procurement officials have the credible information they need to identify products that are safer for human health and the environment. This work also supports the P2 Act requirement that EPA identify opportunities to use Federal procurement to encourage pollution prevention.

The EPA's EPP Program engages in voluntary standards development activities to clearly define environmental performance targets for key product types. The EPP Program works with voluntary consensus standards developers (such as NSF International, Underwriters Laboratories, BIFMA, and IEEE), with industry and other stakeholders in a variety of ways, including coordinating US government and EPA technical input into standards development activities, conducting research to inform standards development efforts, and encouraging non-governmental stakeholders to participate in and gain support for key standards development activities.

The EPP program also provides recommendations for robust, multi-stakeholder developed voluntary standards and ecolabels for use in federal procurement, consistent with the Federal Acquisition Regulations (FAR) and other as well as other statutory and regulatory mandates related to Environmentally Preferable Purchasing. EPA seeks to provide clear information for federal procurement officials, manufacturers and service providers about which of the many private sector standards and ecolabels should be considered to reduce risk in supply chains and company operations, increase US industry competitive advantage in the global marketplace, and meet federal goals and requirements for environmentally preferable procurement. EPA's efforts leverage and increase market confidence in existing private sector initiatives that have demonstrated positive, measurable, and meaningful change in the environmental performance of products and services.

EPA develops hand-on tools for procurement officials, to facilitate adoption and deployment of EPP. Additionally, the EPA's EPP program develops tools for measuring the benefits of EPP, and provides training to federal procurement officials on how to use these tools.

Green Chemistry

Green chemistry is the design of chemical products and processes that reduce or eliminate the use or generation of hazardous substances. Green chemistry applies across the life cycle of a chemical product, including its design, manufacture, use, and ultimate disposal. In partnership with the American Chemical Society Green Chemistry Institute® and other members of the chemical community including industry, trade associations, academic institutions, and other government agencies, EPA sponsors the Presidential Green Chemistry Challenge Awards

to recognize chemical technologies that incorporate the principles of green chemistry into chemical design, manufacture, and use.

Safer Choice

The Safer Choice label helps consumers identify products with safer chemical ingredients, without sacrificing quality or performance. Every ingredient in a product with the Safer Choice label has been evaluated by EPA scientists. The Safer Choice Program includes products designed for homes and businesses. Products that carry the Safer Choice label must meet requirements for chemical ingredients, performance, packaging, and ingredient disclosure. The Safer Choice Program partners with product manufacturers, or “formulators,” environmentalists, and others, exchanging information and collaborating on the development of safer products. Partnership projects evaluate human health and environmental characteristics, performance and other considerations of traditional and alternative technologies, materials, and processes. As incentives for participation and driving change, Safer Choice offers unique technical tools, methodologies, expertise, and the potential for product recognition.

2. Authority

The program’s authority comes primarily from the 1990 Pollution Prevention Act (PPA). Many components of the P2 Program use dual authority from the PPA and the Toxic Substances Control Act (TSCA), as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act. The Pollution Prevention Act also requires EPA to “identify opportunities to use Federal procurement to encourage source reduction,” and Federal Acquisition Regulations Part 23.703 state that Agencies must “Maximize the utilization of environmentally preferable products and services (based on EPA-issued guidance).”

The EPA’s EPP program also helps EPA meet statutory obligations under the National Technology Transfer and Advancement Act (NTTAA, Section 12d), mandates from the White House Office of Management and Budget (OMB Circular A119, “*Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities*”), and the Code of Federal Regulations (15 CFR 287, “*Guidance on Federal Conformity Assessment*”).

3. Purpose

As required by the PPA, the EPA P2 Program works with businesses, states and other partners to encourage and facilitate businesses to adopt P2 approaches through the development and delivery of P2 information and tools, technical assistance, the funding and facilitation of P2 innovations; and the sharing and amplification of those innovations so that others can replicate those approaches and outcomes. A priority of the P2 Program is to support TSCA implementation and chemical safety. Through this contract, EPA intends to obtain engineering, IT, communication, facilitation, logistical and outreach services to support the P2 Program and EPA’s activities to promote and encourage pollution prevention. The contractor will also provide technical and analytical support to activities related to the development of environmental

standards, tool development, guidelines, policy analysis, and other projects that support definition, identification and purchase of environmentally preferable products and services.

4. Tasks

Task 1: Program Management and Support

The contractor shall provide program management support, including but not limited to project planning, task management, work plan development and execution. The contractor shall develop and support program communications, project reporting and status reviews. The contractor shall develop reports that include the deliverables completed, descriptions of all work, direct costs, hours and dollars expended, the balance of hours and dollars remaining under TO ceilings for the current contract year.

The contractor may be required to:

- 1.1 Provide support to the Regions on any of the components of the P2 program as they arise (i.e. meeting support, event planning, research and analysis on P2 activities, and development of communication, outreach, or educational/training materials).
- 1.2 Provide other programmatic support, as needed, for Pollution Prevention Programs, including, but not limited to: literature searches of measurement methodologies, systems, models, and tools; assistance with strategic planning and target setting for future activities to improve the assessment of P2 programs results and services; preparation, review, and editing of reports, case studies, project summaries, and other documents and fact sheets; assistance with strategic planning for future activities to influence federal purchasers to purchase environmentally preferable products and services; developing multi-lingual materials and translating existing materials into non-English languages, and other tasks in support of the pollution prevention program.
- 1.3 Provide trainings and presentations to EPA staff on the EPA website content management system, as well as tools, methods, databases, and information products developed under this contract.
- 1.4 Generate formal documents, information products and communication materials in response to specific work assignments received from the Project Officer (PO) or Contracting Officer's Representative (COR). In producing these products, the contractor shall utilize a style and format consistent with U.S. Government Printing Office (GPO) and EPA standards. All products shall be clearly marked as contractor-prepared materials.

Task 2: Web site Support

The contractor shall provide website support that may include developing, updating, and maintaining the EPA Internet/Intranet P2 Program's websites. In carrying out this task, the contractor shall apply state-of-the-art technologies to design, develop, upgrade, or integrate P2

web-sites to enhance learning, information exchange and technology transfer with various stakeholders. In addition, the contractor may provide technical guidance and recommendations on improving the EPA website design.

The contractor follow EPA web policies and procedures when updating EPA web-pages. EPA builds all Web content in the Drupal WebCMS, and uses jQuery as its main JavaScript library. Agency guidance on developing web-based information is published on the EPA website: <https://www.epa.gov/webguide>.

Task 3: Databases and Information Repositories

The contractor shall provide support for databases and information repositories. The support may include developing, modifying and maintaining databases using common database management systems to support the P2 Programs efforts. The contractor shall provide recommendations on latest database technology that may improve the use of P2 databases, and make upgrades to address functionality, usability, and accessibility. The contractor shall also be tasked with identifying requirements; defining and implementing security access and validation controls; developing cloud-based applications; developing and/or enhancing search tools, web applications, and user interfaces. The contractor is expected to have demonstrated experience using agile development methodologies.

The Contractor shall respond to changes in documentation; enhancements to P2 databases may be necessary to meet changing requirements. It may be necessary to create both logical and physical data models to support enhancements under this task. The contractor shall utilize source input such as case tool entity relationship diagrams (logical models), entity/attribute data dictionaries, and requirements information and other applicable documentation such as the Entity Relationship Diagram (ERD) and Data Element Dictionary (DED). Quality assurance measures shall also be undertaken within the data structure to ensure that retrievals from the database produce the expected results. A Quality Assurance Project Plan documenting the measures to be undertaken may be required.

Web services are an important component of data management within the EPA. The contractor shall work with other organizations as defined by the supporting EPA team to set up web services that support data analyses and potentially other functions. The contractor shall also work to disseminate data and develop XML/JSON based web services to meet appropriate data needs. Potential data enhancements may be necessary for data used by applications to support a variety of web services. The contractor may be required to apply complex aggregation and masking rules to sensitive data using Pentaho Kettle Extraction, Transformation, and Loading (ETL) tool.

The contractor shall continue to enhance existing interfaces to P2 databases including websites for the developed applications and databases. The contractor shall consider existing technologies and emerging technologies such as exploring extensible markup language (XML), web-based services for data exchange, Enterprise Management Content, and suite of products such as HTML 5, geographical modeling, Angular, TypeScript, SharePoint, cloud computing, Business Intelligence (BI) tools and use of ETL (extract, transfer and load).

The contractor shall schedule and facilitate sessions to gather requirements from the user community (i.e., EPA and architecture/data integration contractors, industry, and public representatives) and work with management to approve and prioritize the requirements for design and development. Requirements gathering support will address required functionality, security requirements, levels of access, and authority for various groups of users. Also, the contractor shall document events and findings obtained from the various sources.

The contractor shall recommend an appropriate system design, based on the requirement activities, that includes consideration of the EPA architecture, development and deployment issues, EPA policies, and EPA's Agile System Development Life Cycle (SDLC) for development. The contractor shall provide support for all the application's new or legacy utilizing Agile Scrum as a framework for managing development cycles.

The contractor shall develop system release notes and implement test plans to support testing of software releases. The contractor shall also provide the EPA with the development source code. All products developed under this Task Order are the property of the Federal Government.

The contractor shall also provide the support necessary to refine the software to address any identifiable problems based on testing results, prepare system documentation, and update user guides and tutorials to reflect the new functionality.

The contractor shall help ensure education for and communication among all EPA Headquarters and Regional organizations and their supporting entities, both private and public, involved in and/or needing information concerning efforts under this task order. Outreach support shall include such activities as the preparation of outreach materials, support and/or conduct of demonstrations, workshops, and briefings and user training as necessary. It may be necessary to set up and breakdown equipment for any outreach activities. Outreach support shall be focused on EPA programs and regional offices.

The contractor shall also work with the EPA programs and regions to develop user manuals or help modules, and/or conduct training as needed. This training may be conducted at the contractor site, EPA Headquarters/Regional Offices, or an off-site area to be determined by the offices involved.

Any documentation including all system documentation e.g. user guide, training material, outreach support shall be initiated by the Task Order COR via email or a verbal request. This request shall be noted as technical direction.

The contractor shall provide draft and final deliverables such as requirements documents, design documents, test plans, Quality Assurance Project Plans, software and source code, system documentation and information management support documents. In meeting the requirements of this task, the contractor shall be in a support role and will not be involved in the development of (or decisions relative to) EPA policy, nor in any other activity that is considered an "inherently Government function." The contractor shall also provide the support necessary to refine the software to address any identifiable problems based on testing results, prepare system documentation, and update user guides and tutorials to reflect the new functionality.

The Contractor shall comply with all EPA Information Resource Management directives. The contractor shall also develop and maintain a cybersecurity plan for web-based and, database applications developed under this procurement. The contractor shall be responsible for all appropriate tasks listed in the Cybersecurity Tasks Checklist from the EPA Acquisition Guide (EPAAG) 39.1.2, well as the current version of the following documents:

No	Manuals
1	EPA EPAAR Manual
2	EPA Systems Lifecycle Management Policy
3	EPA Information Resources Management Policies Manual
4	Section 508 of the Rehabilitation Act of 1973, as amended (19 USC 794d), <i>Electronic and Information Technology Accessibility Standards</i> , 36 CFR Part 1194.
5	EPA Information Security Manual
6	EPA Operations and Maintenance Manual
7	EPA Systems Design and Development Guidance
8	Management of Federal Information Resources (OMB Circular A130)

Additional cybersecurity tasks are listed in the Cybersecurity Addendum.

EPA may require the contractor to provide support for the following database projects (and other projects that may arise):

- 3.1 Creating and maintaining a web-based repository, referred to as the Chemical Safety and Source Reduction Hub. The content of the repository will consist of new and existing web content on P2 and should include P2 information, tools, case studies, training, best management practices, and innovative approaches to source reduction. The database should be able to store and provide access to a variety of information and data formats, including documents, web-pages, video and audio files, and other types of content.
- 3.2 Developing, modifying and maintaining databases providing product-specific environmental information aimed at assisting federal agencies and others in implementing their environmentally preferable purchasing goals.
- 3.3 Maintaining and modifying the P2 Grants Plus database coding and platform to keep pace with technological developments, upgrading P2 Grants Plus functionality and accessibility, and conducting a potential technical integration of P2 Grants Plus and the case-study repository discussed previously.
- 3.4 EPA P2 databases and information repositories make information available to the public. Information repositories should provide an efficient means of compilation and distribution of high quality technical information. The contractor shall provide support for ensuring information on publicly available databases is readily accessible and easy to search; for collecting and making available updated, high quality technical information; for identifying web-based sources of information; and for providing information in an

integrated/synthesized form.

Task 4: Case Studies and Best Management Practices

The contractor shall curate a library of best management practices, case studies, and innovative practices. Curation includes identifying and compiling content for the web-based repository or database of P2 best practices, case studies, and innovative practices. The contractor will examine case studies developed by P2 grant recipients and state award/recognition programs as well as other sources. The contractor shall document best practices by compiling information from existing case studies, consulting with technical assistance providers to ensure the case studies are relevant and up-to-date, and incorporating input from businesses. The contractor shall provide recommendations to EPA with regard to improvements in the quality and content provided in case studies and an assessment of whether case studies provide sufficient information for others to replicate the activities and outcomes described in the case studies. The contractor shall make these documents accessible to the P2 stakeholder community through the searchable repository discussed above.

The contractor shall provide documentation of their cases study development methodology and demonstrate experience with developing case studies and best practice analysis.

Task 5: Research and Analysis

The contractor shall provide research and analysis to support P2 programs. This may include research and analysis of business and market trends, economic and policy analysis, reviews of eco-labels and standards. It may include the examination of the environmental practices and performance of those industries, facilities, or institutions that stand out as leaders for better environmental practices and performance nationwide. The contractor shall support the development of methods for measuring different performance results, considering technical matter, data sources, and other factors that impact the substantiation of programmatic results.

Specific examples include:

- 5.1 Identifying and measuring environmental impacts and barriers to the adoption of pollution prevention approaches, and best practices by facilities, companies, and institutions. Measures, impacts and barriers could be identified by a variety of means, through data analysis (such as the EPA Toxic Release Inventory (TRI)), surveys, or other available external data sources. Research could also include attempts to identify solutions to highest impacts or ways to overcome the barriers.
- 5.2 Developing strategies, such as surveys, to assess and better understand the needs/issues faced by technical assistance providers supported by the EPA grant program, and developing options for addressing any major issues or needs identified through the survey(s). The contractor shall work with the P2 Program to develop information collection requests (ICRs) for surveys, if necessary.
- 5.3 Identifying and researching financing opportunities for businesses to implement pollution

prevention activities. Financing opportunities to help small business may include grants and/or low-interest loans offered by public (local, state, and federal) and/or private entities. The contractor shall develop and maintain a list of financing opportunities and may be required make the list publicly available on the P2 website and to match businesses with appropriate funders.

- 5.4 Developing background papers and analyses pertaining to P2 policy options to inform EPA discussions of the future of P2 policy. These may include, but are not limited to, policies regarding TSCA, as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act, chemical substitution and green chemistry approaches, implementing Executive Orders, sector-specific approaches for P2, chemical management plans, and other areas as needed.
- 5.5 Assisting EPA's EPP program in meeting EPA's obligations under The National Technology Transfer and Advancement Act (NTTAA) and Office of Management and Budget (OMB) Circular A-119 by researching, analyzing, and developing information to inform EPA technical input into product sustainability standard development activities.
- 5.6 Researching, analyzing, and developing information in support of EPA's Recommendations of Specifications, Standards, and Ecolabels for federal procurement ("EPA Recommendations"). The work will support implementation of EPA Recommendations in Federal sustainability and performance indicators, including OMB Scorecard, Acquisition Gateway, and the E-procurement systems, etc. and support the development of purchase category Recommendations (new or updates to existing Recommendations), including developing "purchase category primers." The contractor may also support measurement of environmental outputs and outcomes to evaluate the effectiveness and reach of the EPA Recommendations.
- 5.7 Conducting life cycle analyses to better understand the cradle-to-grave costs of existing and new products, processes, and green substitutions to facilitate technological innovation, sustainability in business operating decisions, and standards development in product labeling.
- 5.8 Supporting the development of metrics to measure the performance of business practices and pollution prevention projects and conduct impact studies using these metrics.
- 5.9 Providing other measurement support such as the aggregation and analysis of performance results data and development of data collection systems for all P2 programs.
- 5.10 Working with EPA to help develop ideas for integrating P2 activities into other programs within EPA, across the federal government, in states, in the private and non-profit sectors and internationally.
- 5.11 Summarizing and analyzing the work to be done under grants to states, state entities, and federally-recognized tribal P2 programs and other potential grant recipients (e.g., local governments, nonprofits, private educational institutions, etc.). Provide assistance in

working with the regional and state contacts in gathering information on state program structure, P2 grant funding, grant successes, grant products, analysis of grant impact and state and federally-recognized tribal program futures.

- 5.12 Developing and implementing an action plan to gather up-to-date information on the State technical assistance programs and their environmental impact.
- 5.13 Analyzing State-based Technical Assistance Programs efforts to address the chemicals and facilities that are subject to Toxic Release Inventory (TRI) reporting, and the chemicals EPA will evaluate for potential risks to human health and the environment under the Toxic Substances Control Act (TSCA) as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act. The analysis shall include how the TRI annual emission reductions/increases are impacted by the work EPA supports through grant dollars to the State-based technical assistance providers. The contractor may also be tasked with assessing the impact of state-based technical assistance programs on removing/reducing the presence of chemicals from the supply chain.

Task 6: Technical Assistance Rapid Response

The contractor shall respond to P2 related questions from TAPs, businesses, the general public, EPA, etc. received via email/phone, providing information, such as best practices, relevant case studies, etc. and/or referring the person or entity to an appropriate TAP for more detailed/technical information. Through questions received (either email or phone), the contractor could also discover topics for further research. The contractor shall also respond to requests by TAPs for facility level environmental information, such as TRI releases, NPDES or RCRA permits, and compliance history obtained from EPA databases to identify P2 opportunities at the facility.

EPA expects to receive, on average, 10-15 contacts per month, either via phone and/or email regarding. All customer service requests shall be tracked, synthesized, and made readily available for reporting purposes.

Task 7: Training and Education

The contractor shall develop training and peer-to-peer learning opportunities. For trainings, EPA may require the contractor to assist with developing training modules training brochures and other materials to facilitate continual learning and the importance of pollution prevention. The contractor may (1) explore and identify stakeholder/customer needs, interests, capabilities; (2) develop training content; (3) design responsive training modules and outreach materials (using existing or emerging EPA tools); (4) facilitate training events; (5) evaluate lessons-learned; and (6) assess the applicability of replicating or further enhancing future training modules.

For peer-to-peer learning, EPA may require the contractor to provide recommendations for and development of an appropriate platform for connecting participants; develop learning activities; determine products, outputs, and learning objectives; and facilitate meetings;

For both trainings and peer-to-peer learning, EPA may require the contractor to provide logistical

support, including recruiting participants; developing tools for auto-registration, calendar updates, and reminders; supporting for A/V needs; and performing follow-up evaluation. Examples of topics include: P2 101, training for interns, lean training, how to use P2 calculators and tools, QA/QC.

EPA may also require the contractor to follow-up with attendees of trainings and peer-to-peer learning events to identify P2 plans or practices that were implemented as a result of the information or assistance provided. In addition, the contractor may collect feedback from customers concerning the effectiveness of the information or assistance services provided. The contractor shall assess whether an information collection request (ICR) is needed and support the development of an ICR, if required, for EPA to survey and follow up with participants.

Task 8: Meeting Support

The contractor shall provide support for meetings/conferences, trainings and other outreach and education efforts in support of EPA's pollution prevention program. Meetings include internal EPA meetings as well as regional roundtable or national meetings with stakeholders. Support may include logistical, administrative, and technical support for meetings with other EPA programs/regions, states, industry, small businesses, and environmental groups; assistance in developing agendas, briefing materials, and handouts for formal and informal internal and public meetings, as well as meeting facilitation. Travel to meetings may also be required. The contractor should plan on travel to approximately two (2) to five (5) meetings annually. These meetings may take place at regional offices or other remote locations. In addition, the contractor may be required to make site visits to businesses and/or TAPs. At all interactions with the public, contract personnel will identify themselves as contractor employees including occasions such as speaking to groups, conference calls, or webinars.

Logistical support may include, but not limited to: identifying and securing a location; printing of badges; on-site staff support for registration; running the remote access phone and other A/V support; recording of all the sessions, and providing transcriptions of the recordings; planning and outreach; identifying speakers/topics; conducting post meeting/conference activities (reports, lessons learned).

Task 9: Tool Development

EPA has developed a suite of performance measures and calculator tools to assist organizations in capturing critical environmental performance outcome measures. Federal agencies, state and local governments, NGOs, consultants, businesses and grantees have all benefited from using these tools and calculators, which can empower those marketing pollution prevention solutions and making connections between P2 and positive environmental change.

In cooperation with other EPA offices, regions, and states, the contractor shall develop and maintain P2 tools and calculators and performance measures. EPA may require the contractor to provide support with the following activities:

- 9.1 Examining agency tools and calculators to better understand methodologies, calculation assumptions, target audience, use, and alignment with current policies to recommend

improved delivery solutions and services, as well as education-marketing approaches, and conducting performance bench marking to ensure that existing tools/calculators remain competitive and technologically relevant.

- 9.2 Developing training modules, webinars, fact sheets, training brochures and web based application to facilitate the adoption and use of P2 performance tools.
- 9.3 Working across organizational boundaries, utilize social media to enhance communication, networks and relationships for P2 measurement reporting and use of tools.
- 9.4 Using GIS and other data visualizations methodologies to develop tools to assess hazards at state, local, and regional, and national levels, identify opportunities to protect community health and the environment through prevention strategies, and increase planning and analysis capabilities.
- 9.5 Researching, analyzing, and developing information and tools in support of EPA's Recommendations of Specifications, Standards, and Ecolabels for federal procurement ("EPA Recommendations"). Evaluate existing tools, conduct research to develop new tools and provide guidance and other support to measure the impacts of Environmentally Preferable Purchasing programs.
- 9.6 Developing online Guidelines assessment information collection tools to simplify standards and ecolabels assessment process.
- 9.7 Providing support for maintenance and future addition of product to the java-based Electronics Environmental Benefits Calculator (EEBC), developed to assist organizations in estimating the environmental benefits of greening their purchase, use and disposal of electronic products, such as computers and displays. The EEBC estimates the environmental and economic benefits of purchasing Electronic Product Environmental Assessment Tool (EPEAT)-registered products; enabling power management features; extending the life of equipment; and reusing and recycling electronic products.

Task 10: Communications and Outreach

The contractor shall establish and maintain a national program network and information exchange among a variety of stakeholders, including Federal, state, and local government agencies, as well as businesses and non-profits. The contractor shall assist with developing an effective P2 message and a communications strategy to deliver that message. The message should include a compelling business case for P2 which demonstrates how P2 will benefit companies and communities, including the economic, environmental, human health and social benefits for adopting pollution prevention approaches. It should also point to resources where interested parties can obtain additional information on P2 or technical assistance. The message may also take into account intersection of P2, sustainability, regulations, and information that may impact a company's decision to adopt P2 tools and practices. The communication strategy may include approaches to efficiently and effectively deliver the message to states, federally-recognized tribes, businesses, federal entities, and other relevant stakeholders.

EPA may also require the contractor to support the development of marketing plans for specific program products or initiatives similar to commercial product launches. The contractor shall develop communication materials as needed, including webinars, fact sheets, briefings, posters, and other documents, and provide support for assessing existing information products, exploring alternatives, and developing new products. The contractor may develop comprehensive outreach strategies including multimedia (video, DVD's, photo, print, and audio) products, message development, webinars, convening focus groups and other innovative outreach mechanisms.

The format and length of these outreach materials will be defined by the specific EPA program lead at the Task Order level and must comply with the Product Review Tracking System (PROTRAC). EPA uses PROTRAC to monitor the concept proposal, development, review and approval of EPA print, infographics, audio, video and social media content/products. PROTRAC ensures all content created is consistent, appropriate and in alignment with current agency messages. More information about EPA's communication product reviews can be found at <https://www.epa.gov/product-review>.

EPA may require the contractor to support the following activities:

- 10.1 The contractor may provide webinar hosting and assistance. The contractor may develop webinar infrastructure and provide logistical support including ensuring the webinar platform is optimized; developing tools for auto-registration, calendar updates, and reminders; providing for audio/visual, phone, and teleconferencing support; advertising webinars and recruiting participants; and conducting follow-up evaluations. The contractor may also be tasked with assisting in the development of webinar content and materials, including researching and suggesting topics; researching and recommending speakers; and developing presentation materials. Webinars will be captured and made accessible on demand by stakeholders through the web.
- 10.2 The contractor may assist with the development and implementation of a National P2 Award/Recognition Program. The contractor may provide assistance in summarizing and analyzing pollution prevention award and recognition programs, and environmental recognition programs with a pollution prevention component and in developing options and recommendations for a national program to recognize achievements in pollution prevention at the state, regional, and national level. The contractor may assist with marketing, collecting information, and making sure any requirements were met by award recipients or program enrollees.
- 10.3 Developing, maintaining, and updating a directory of P2 providers.
- 10.4 Maintaining, updating, and curating a calendar of P2 meetings and events, an interactive P2 user forum, listserv postings, and other social medial tools to get information out to P2 stakeholders.
- 10.5 Writing and/or recruiting stakeholders to write articles for on-line or in-print media.

- 10.6 Developing materials that TAPs can use to generate interest and demand for their services, such as brochures, post cards and video marketing tools.
- 10.7 Developing videos demonstrating best practices for use in training or posting on the web on sites such as YouTube.
- 10.8 Assisting in preparing a national report and summary materials of P2 results, successes, and analysis.
- 10.9 Producing multi-lingual products to make information available in a variety of languages, based on the needs of states, TAPs, and businesses.
- 10.10 Developing and implementing a communication plan for P2 Week.
- 10.11 Developing training modules, webinars, fact sheets, training brochures and other materials to facilitate use and understanding of P2 Grants Plus.
- 10.12 Supporting the development of partnerships with industry to reduce the usage of toxic chemicals through the formulation and use of environmentally friendly alternatives.

5. Summary of Contract Requirements

The contractor shall submit all analyses, options, recommendations, reports and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from contractor-provided reports /recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining the contracting officer's express written approval.

5.1 Comply with Accessibility Standards and Other Requirements

Where applicable, all deliverables shall be in compliance with Section 508 of the Rehabilitation Act and Section 255 of the Telecommunications Act. When preparing deliverables, the contractor shall refer to the most recent accessibility standards, which currently can be found at <http://www.access-board.gov/>.

The contractor must also comply with EPA policies for information resources management and other requirements as specified in EPAAR 1552.211-79 -- COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT.

5.2 TSCA (CS21) Confidential Business Information (CBI)

It is not anticipated that it will be necessary for the contractor to have access to Confidential Business Information (CBI) under during the performance of tasks required under this contract. The contractor may, however, need to obtain approval from the TSCA CBI Security Staff in

order to work in the contractor's workspace at EPA, which is in CBI designated area. Please refer to the TSCA CBI Protection Manual for additional information:

http://nepis.epa.gov/Exe/ZyNET.exe/9101RBGJ.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2000+Thru+2005&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C00thru05%5CTxt%5C00000033%5C9101RBGJ.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL#_

5.3 Cybersecurity Addendum

Additional cybersecurity requirements are detailed in the attachment "Cybersecurity Addendum."

5.4. Monthly Status Report

The contract shall document the efforts performed in the completion of each task in a detailed Monthly Status Report due on or before the 10th of each month. The status report shall include, at a minimum:

- Labor hours and hourly rate expending during the reporting period by individual
- Cumulative hours expended throughout the reporting period by job category/positions
- Progress for the period: detailed progress report of findings, activities, and accomplishments during the reporting period, and summary of work accomplished during the reporting period and percent complete
- Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery dates
- Problems encountered: identification of any problems, issues, or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- Strategy revisions: recommended changes to include any lessons learned.

5.5 Final Report

The contractor shall provide a final report to the COR at the conclusion of this effort. The report will summarize objectives achieved, significant issues, problems, and recommendation to improve the process in the future.

Attachment 2
Labor Categories Descriptions

LABOR CATEGORY DESCRIPTIONS POSITION DESCRIPTIONS

KEY PERSONNEL:

Program Manager

The contractor shall designate a Program Manager who can serve as a single point of contact. Oversees, directs, and manages the planning, design and implementation of the contract. Performs contract development and management activities, including staffing, project planning, performance tracking, quality assurance, contract compliance, and business management. Integrates all functions and activities necessary to perform the project/program to meet contract requirements including planning, coordination, oversight and execution. Manages technical, cost, and schedule of assigned tasks or functions and has frequent interface with task leaders, subcontractors, and support personnel. Ensures that all projects are conducted with sound methods and techniques. Serves as client contact and translate client needs and/or objectives into specific deliverables in a high-quality, timely and cost-efficient manner. The project manager shall be knowledgeable of overall organization, direction, and requirements of the contract efforts and shall have experience in interfacing directly with the government designated representatives and supervising various task orders. May supervise senior staff or contractor managers.

The Contractor's Program Manager shall meet with the CO/COR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written meetings minutes shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting. This individual should have sufficient experience to respond to EPA's inquiries for all the tasks covered by this statement of work (SOW).

Typical Qualifications: Master's degree in environmental studies, public policy, engineering, or related field

Relevant Experience: 10 years or more

Quality Assurance Manager

The Contractor's designated Quality Assurance Manager implements quality assurance protocols and provides guidance and instruction to others in performing quality assurance including maintaining quality records, performing quality audits, and maintaining quality assurance standards to meet evolving government quality requirements. The quality assurance manager, or his/her designee, reviews all deliverables prior to submitting final product to EPA; documentation of QA results will be part of all deliverable.

Typical Qualifications: Bachelor's degree in science, engineering, business, or related field

Relevant Experience: 10 years or more

Senior Level - Developer

The Contractor's Senior Developer shall have knowledge of advanced programming techniques, computer languages, and development methodologies. This position requires experience with cloud technologies and agile development methodologies, understanding of web development lifecycle phases, and knowledge of applicable standards and agency requirements.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Ph.D. in computer science or similar degree

Relevant Experience: 10 years or more

OR

Typical Qualifications: Master's degree in computer science or similar degree

Relevant Experience: 13 years or more

Senior Level - Environmental Analyst

The Contractor's Senior Environmental Analyst shall apply their knowledge and experience of general operations, systems, and project procedures to support the P2 program in all aspects. Using knowledge of various scientific disciplines, may collect, synthesize, study, report, and recommend action based on data. The Senior Environmental Analyst shall collaborate with stakeholders, and implements procedures for data collection, manipulation and analysis.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Ph.D. in Environmental Studies, Biology, Chemistry, Geology, Ecology, or related field

Relevant Experience: 10 years or more

OR

Typical Qualifications: Master's degree in Environmental Studies, Biology, Chemistry, Geology, Ecology, or related field

Relevant Experience: 13 years or more

Senior Level - Communication/Marketing Specialist

The Senior Communications/Marketing Specialist shall provide and implement communications plans, message development, market research needs, and strategic direction for national campaigns and programs. This position requires an understanding of techniques and strategies for using a variety of internal, external and social media communications channels, and knowledgeable of applicable standards and agency requirements.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Master's degree in Communications, Public Relations, Business or related field

Relevant Experience: 10 years or more

OR

Typical Qualifications: Bachelor's degree in Communications, Public Relations, Business or related field

Relevant Experience: 12 years or more

NON-KEY PERSONNEL:

Project Manager

Project management responsibilities include the coordination and completion of projects and task orders on time within budget and within scope. Oversees, directs, and manages the planning, design and implementation of projects. Performs contract development and management activities, including staffing, project planning, performance tracking, quality assurance, contract compliance, and business management. Integrates all functions and activities necessary to perform the project/program to meet contract requirements including planning, coordination, oversight and execution. Manages technical, cost, and schedule of assigned tasks or functions and has frequent interface with task leaders, subcontractors, and support personnel. Ensures that all projects are conducted with sound methods and techniques. Serves as client contact and translate client needs and/or objectives into specific deliverables in a high-quality, timely and cost-efficient manner. The project manager shall be knowledgeable of overall organization, direction, and requirements of the contract efforts and shall have experience in interfacing directly with the government designated representatives and supervising various task orders.

Typical Qualifications: Bachelor's degree in environmental studies, public policy, engineering, or related field

Relevant Experience: 6 years or more

Technical Expert

Technical Experts provides expert consultancy within their area of specialism. Technical Experts will provide analytical and technical support to the implementation of projects.

Applies technical expertise in defining and resolving issues, performing analysis, and developing plans and requirements in a subject-matter area, applying advanced techniques, concepts, and methods related to a particular field of specialization. Provides technical guidance to project teams in area of specialization. Reviews applications, data sets and models for anomalies to ensure accuracy. Serve as the primary reviewer of the analytical and technical work products or project teams.

Typical Qualifications: Ph.D. in subject matter area

Relevant Experience: 15 years or more

OR

Typical Qualifications: Master's degree in subject matter area

Relevant Experience: 18 years or more

Administrative Specialist

Performs clerical, administrative, and general office duties of a highly responsible and confidential nature. Furnishes and obtains information from multiple sources. Prepares special reports, gathering and summarizing data. Organizes and maintains files of correspondence and records. Follows up on pending matters. Answers routine questions. Schedules appointments and meetings, maintains and disseminates schedules and work plans, and coordinates arrangements for meetings and conferences.

Requires good organizational and interpersonal skills to maintain schedules, calendars, correspondences and filing systems. This position requires knowledge of applicable policies, and technical skills using automation tools including word processing and graphics.

Typical Qualifications: Bachelor's degree in a business, science, human resources, or related field

Relevant Experience: 3 years or more

Mid Level - Environmental Analyst

Using knowledge of various scientific disciplines, may collect, synthesize, study, report, and recommend action based on data. Maintains knowledge of applicable regulations, conduct regulatory assessments, and provide regulatory interpretations and guidance. Applies knowledge and experience of general operations, systems, and project procedures. Reviews professional journals and publications to extract and summarize relevant information for proposals and research projects. Uses internet-based search techniques to expand knowledge of subject matter, resources and available tools. Summarizes findings for review and develops charts, graphs and presentations. Collaborates with stakeholders by telephone or in person to survey, solicit or collect information or to direct interviews. Implements procedures for data collection, manipulation and analysis. Validates data and/or performs statistical modeling of moderate complexity. Applies knowledge of standards organizations and their policies and procedures.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in environmental science, engineering, physics, chemistry, biology, public policy or related field

Relevant Experience: 6 years or more

Junior Level - Environmental Analyst

Using knowledge of various scientific disciplines, may collect, synthesize, study, report, and recommend action based on data. Maintains knowledge of applicable regulations, conduct regulatory assessments, and provide regulatory interpretations and guidance. Applies knowledge and experience of general operations, systems, and project procedures. Reviews professional journals and publications to extract and summarize relevant information for proposals and research projects. Uses internet-based search techniques to expand knowledge of subject matter, resources and available tools. Summarizes findings for review and develops charts, graphs and presentations. Collaborates with stakeholders by telephone or in person to survey, solicit or collect information or to direct interviews. Implements procedures for data collection, manipulation and analysis. Validates data and/or performs statistical modeling of moderate complexity. Applies knowledge of standards organizations and their policies and procedures

Under supervision of a senior or project leader, carries out assignment associated with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities of research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in environmental science, engineering, physics, chemistry, biology, public policy or related field

Relevant Experience: 3 years or more

Entry Level - Environmental Analyst

Using knowledge of various scientific disciplines, may collect, synthesize, study, report, and recommend action based on data. Maintains knowledge of applicable regulations, conduct regulatory assessments, and provide regulatory interpretations and guidance. Applies knowledge and experience of general operations, systems, and project procedures. Reviews professional journals and publications to extract and summarize relevant information for proposals and research projects. Uses internet-based search techniques to expand knowledge of subject matter, resources and available tools. Summarizes findings for review and develops charts, graphs and presentations. Collaborates with stakeholders by telephone or in person to survey, solicit or collect information or to direct interviews. Implements procedures for data collection, manipulation and analysis. Validates data and/or performs statistical modeling of moderate complexity. Applies knowledge of standards organizations and their policies and procedures

Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Qualifications: Bachelor's degree in environmental science, engineering, physics, chemistry, biology, public policy or related field

Relevant Experience: 0 years or more

Senior Level - Environmental Scientist

Provides analysis, guidance, and insight into the environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices, such as the use safer alternatives of chemicals that are known to harm the environment. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; determining data collection methods for research projects, investigations, and surveys; providing telephone advisory services; and developing and maintaining records centers or information systems and repositories.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Ph.D. in environmental science, physics, chemistry, biology or related field

Relevant Experience: 10 years or more

Mid Level - Environmental Scientist

Provides analysis, guidance, and insight into the environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices, such as the use safer alternatives of chemicals that are known to harm the environment. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; determining data collection methods for research projects, investigations, and surveys; providing telephone advisory services; and developing and maintaining records centers or information systems and repositories.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in environmental science, physics, chemistry, biology or related field

Relevant Experience: 6 years or more

Junior Level - Environmental Scientist

Provides analysis, guidance, and insight into the environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices, such as the use safer alternatives of chemicals that are known to harm the environment. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; determining data collection methods for research projects, investigations, and surveys; providing telephone advisory services; and developing and maintaining records centers or information systems and repositories.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in environmental science, physics, chemistry, biology or related field

Relevant Experience: 3 years or more

Entry Level - Environmental Scientist

Provides analysis, guidance, and insight into the environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices, such as the use safer alternatives of chemicals that are known to harm the environment. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; determining data collection methods for research projects, investigations, and surveys; providing telephone advisory services; and developing and maintaining records centers or information systems and repositories.

Works under close supervision of senior or project leader. Gathers and correlates basic data and

performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Qualifications: Bachelor's degree in environmental science, physics, chemistry, biology or related field

Relevant Experience: 0 years or more

Senior Level - Environmental Engineer

Applies the principles of engineering, environmental media, biology, chemistry and/or related fields to environmental problems. Develops and implements a variety of environmental analyses in support of the pollution prevention program. Identifies pollution prevention opportunities in a variety of industries and assesses pollution prevention strategies for cost and effectiveness. Provides analysis, guidance, and insight into the engineering, environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; planning and implementing research projects; determining data collection methods for research projects, investigations, and surveys.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Ph.D. in environmental engineering, chemical engineering, industrial engineering or related field

Relevant Experience: 10 years or more

Mid Level - Environmental Engineer

Applies the principles of engineering, environmental media, biology, chemistry and/or related fields to environmental problems. Develops and implements a variety of environmental analyses in support of the pollution prevention program. Identifies pollution prevention opportunities in a variety of industries and assesses pollution prevention strategies for cost and effectiveness. Provides analysis, guidance, and insight into the engineering, environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices. Provides environmental policy, technical, regulatory, and information management support for

the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; planning and implementing research projects; determining data collection methods for research projects, investigations, and surveys.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in environmental engineering, chemical engineering, industrial engineering or related field

Relevant Experience: 6 years or more

Junior Level - Environmental Engineer

Applies the principles of engineering, environmental media, biology, chemistry and/or related fields to environmental problems. Implements a variety of environmental analyses in support of the pollution prevention program. Identifies pollution prevention opportunities in a variety of industries and assesses pollution prevention strategies for cost and effectiveness. Provides analysis, guidance, and insight into the engineering, environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; implementing research projects; determining data collection methods for research projects, investigations, and surveys.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in environmental engineering, chemical engineering, industrial engineering or related field

Relevant Experience: 3 years or more

Entry Level - Environmental Engineer

Applies the principles of engineering, environmental media, biology, chemistry and/or related

fields to environmental problems. Implements a variety of environmental analyses in support of the pollution prevention program. Identifies pollution prevention opportunities in a variety of industries and assesses pollution prevention strategies for cost and effectiveness. Provides analysis, guidance, and insight into the engineering, environmental, scientific or technical discipline under evaluation. Provide information and guidance to government officials, businesses, and the general public on possible environmental hazards and health risks and pollution prevention technologies. Researches and provides advice on manufacturing practices. Provides environmental policy, technical, regulatory, and information management support for the development, execution, and evaluation of environmental programs, projects, and systems.

Typical activities include but are not limited to preparing technical reports and presentations; supporting technical and public outreach meetings; supporting policy development; implementing research projects; determining data collection methods for research projects, investigations, and surveys.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in environmental engineering, chemical engineering, industrial engineering or related field

Relevant Experience: 0 years or more

Senior Level - Economist

Conducts economic analysis related to environmental protection and use of the natural environment, such as water, air, land, and renewable energy resources. Evaluate and quantify benefits, costs, incentives, and impacts of alternative options using economic principles and statistical techniques. Provides specialist advice, research, data collection to assess feasibility, analyze trends, determine the implications of pollution prevention policies, strategies, and methods. Conducts research and prepares reports on the trends pertaining to pollution prevention, such as adoption of pollution prevention practices, changes in the waste management practices, and the impact of regulations. Compiles data related to areas like employment, productivity, wages, and adoption of pollution prevention practices. Validates data and/or performs statistical modeling and forecasting and trend analysis using creative judgment. This position requires an understanding of methods and procedures for obtaining data, survey and sampling techniques, and techniques to analyze trends.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Ph.D. in economics or related field

Relevant Experience: 10 years or more

OR

Typical Qualifications: Master's degree in economics or related field

Relevant Experience: 13 years or more

Mid Level - Economist

Conducts economic analysis related to environmental protection and use of the natural environment, such as water, air, land, and renewable energy resources. Evaluate and quantify benefits, costs, incentives, and impacts of alternative options using economic principles and statistical techniques. Provides specialist advice, research, data collection to assess feasibility, analyze trends, determine the implications of pollution prevention policies, strategies, and methods. Conducts research and prepares reports on the trends pertaining to pollution prevention, such as adoption of pollution prevention practices, changes in the waste management practices, and the impact of regulations. Compiles data related to areas like employment, productivity, wages, and adoption of pollution prevention practices. Validates data and/or performs statistical modeling and forecasting and trend analysis using creative judgment. This position requires an understanding of methods and procedures for obtaining data, survey and sampling techniques, and techniques to analyze trends.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in economics or related field

Relevant Experience: 6 years or more

Junior Level - Economist

Conducts economic analysis related to environmental protection and use of the natural environment, such as water, air, land, and renewable energy resources. Evaluate and quantify benefits, costs, incentives, and impacts of alternative options using economic principles and statistical techniques. Provides specialist advice, research, data collection to assess feasibility, analyze trends, determine the implications of pollution prevention policies, strategies, and methods. Conducts research and prepares reports on the trends pertaining to pollution prevention, such as adoption of pollution prevention practices, changes in the waste management practices, and the impact of regulations. Compiles data related to areas like employment, productivity, wages, and adoption of pollution prevention practices. Validates data and/or performs statistical modeling and forecasting and trend analysis using creative judgment. This position requires an understanding of methods and procedures for obtaining data, survey and sampling techniques, and techniques to analyze trends.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in economics or related field

Relevant Experience: 3 years or more

Mid Level - Training Specialist

Develops, directs, plans, delivers and evaluates training programs or activities. Prepares all instructor materials (course outline, background material, exams, and training aids) and prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms), supporting a variety of instructional formats such as lecture, lab exercises, field training, computer-based training (CBT), and/or web-based training (WBT). Instruct classes with varied time frames, curricula, and student knowledge levels. Assignments may include needs analysis, custom course development, development of criteria for evaluating the effectiveness of course objectives, and evaluation and learning assessments. Monitors and evaluates training programs, assesses results, and implements enhancements as needed. Conducts post-training follow up to determine applicability of course material or training approaches.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in education, human resources, business, or related field

Relevant Experience: 6 years or more

Junior Level - Training Specialist

Prepares instructor materials (course outline, background material, exams, and training aids) and prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms), supporting a variety of instructional formats such as lecture, lab exercises, field training, computer-based training (CBT), and/or web-based training (WBT). Instructs classes with varied time frames, curricula, and student knowledge levels. Assignments may include needs analysis, custom course development, development of criteria for evaluating the effectiveness of course objectives, and evaluation and learning assessments. Monitors and evaluates training programs, assesses results, and implements enhancements as needed. Conducts post-training follow up to determine applicability of course material or training approaches.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in education, human resources, business, or related field

Relevant Experience: 3 years or more

Mid Level - Communications/Marketing Specialist

Provides and implements communications plans, message development, market research needs, and strategic direction for national campaigns and programs. Develops appropriate communication deliverables in support of campaigns including, but not limited to, news releases, talking points, internal news articles, speeches, intranet and intranet content and social media posts. Establishes specific performance measures that assess the effectiveness and impact of communications plans. Develops and implements conference programs, including marketing, outreach strategy, and meeting facilitation. Provides for the design, development, testing, and maintenance of digital/web and technology projects. Advises project teams on business strategies, application design, products, and all aspects of developing and deploying successful digital solutions for media campaigns and conferences.

Duties include writing, developing and designing layout and visuals for a variety of document types - which may include proposals, reports, presentations, marketing collateral, event materials, posters, and newsletters. This position requires an understanding of techniques and strategies for using a variety of internal, external and social media communications channels, and knowledgeable of applicable standards and agency requirements.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in public relations, journalism, communications, or related field

Relevant Experience: 6 years or more

OR

Typical Qualifications: Bachelor's degree in public relations, journalism, communications, or related field

Relevant Experience: 8 years or more

Junior Level - Communications/Marketing Specialist

Implements communications plans, message development, market research needs, and strategic direction for national campaigns and programs. Develops appropriate communication deliverables in support of campaigns including, but not limited to, news releases, talking points, internal news articles, speeches, intranet and intranet content and social media posts. Implements conference programs, including marketing, outreach strategy, and meeting facilitation. Provides for the development, testing, and maintenance of digital/web and technology projects. Advises project teams on business strategies, application design, products, and all aspects of developing and deploying successful digital solutions for media campaigns and conferences.

Duties include writing, developing and designing layout and visuals for a variety of document types - which may include proposals, reports, presentations, marketing collateral, event materials, posters, and newsletters. This position requires an understanding of techniques and

strategies for using a variety of internal, external and social media communications channels, and knowledgeable of applicable standards and agency requirements.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities of research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in public relations, journalism, communications, or related field

Relevant Experience: 3 years or more

Entry Level - Communications/Marketing Specialist

Implements communications plans, message development, market research needs, and strategic direction for national campaigns and programs. Develops appropriate communication deliverables in support of campaigns including, but not limited to, news releases, talking points, internal news articles, speeches, intranet and intranet content and social media posts. Implements conference programs, including marketing, outreach strategy, and meeting facilitation. Provides for the testing, and maintenance of digital/web and technology projects.

Duties include writing, developing and designing layout and visuals for a variety of document types - which may include proposals, reports, presentations, marketing collateral, event materials, posters, and newsletters. This position requires an understanding of techniques and strategies for using a variety of internal, external and social media communications channels, and knowledgeable of applicable standards and agency requirements.

Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Qualifications: Bachelor's degree in public relations, journalism, communication or related field

Relevant Experience: 0 years or more

Mid Level - Developer

Manages programming and computer support for a series of projects. Leads meetings with users to define business systems requirements and to resolve problems in existing jobs.

Develops systems design specifications, and prepares or reviews systems documentation and report layouts using automated tools, current design techniques or functional program specifications. Codes application systems programs with respect to access methods, access time, device allocation, validation checks, organization, protection and security, documentation, guidelines and statistical methods. Analyzes cost and benefit tradeoffs of systems solutions.

Creates web-based user interfaces to new or existing databases and applications using a combination of HTML, SQL, C, Visual Basic, Oracle or other languages to make applications

and information accessible. Develops custom programs written in languages such as C++, C, Java, JavaScript, Python, Go, Ruby, PERL, Active X, CGI, to name a few.

Demonstrates working knowledge of advanced programming techniques and development methodologies. This position requires experience with cloud technologies, including Cloud Foundry, and agile development methodologies, understanding of web development lifecycle phases, and knowledge of applicable standards and agency requirements.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Master's degree in computer science or related field

Relevant Experience: 6 years or more

OR

Typical Qualifications: Bachelor's degree in computer science or related field

Relevant Experience: 8 years or more

Application Tester

Reviews and analyzes system requirements and scope of services, and analyze functional and technical system design for testability. Collaborates with project team resources to understand and prioritize system testing efforts. Provides input to system test strategies and defines system test scenarios, create system test plans and participate in the definition and execution of manual and/or automated system test scripts. Update/maintain detailed test plans, develop test scenarios and test scripts, and trace requirements to test cases to ensure coverage for full system integration test. Ensures functional and technical requirements are met through system testing, regression testing, performance testing, system interface testing, and security testing activities. Documents expected results, and compares actual results to expected results, and document and report on identified issues. Supports production verification and validation.

Capable of understanding business requirements and translating them to create test plans and test cases. Performs testing and other quality assurance practices and work with the development teams to drive defects to resolution. Solid understanding of web development lifecycle phases. Demonstrates working knowledge of advanced programming techniques and development methodologies. This position requires experience with cloud technologies, including Cloud Foundry, and agile development methodologies, understanding of web development lifecycle phases, and knowledge of applicable standards and agency requirements.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in Computer Science or related field

Relevant Experience: 3 years or more

Website Coordinator

The website coordinator provides technical administration for and operations of websites and apps; identifies and resolves website and applications bugs; and regularly test new features and enhancements. The website coordinator provides technical support and training to agency staff for websites and apps. Updates web pages. Responsible for managing/performing website editorial activities including gathering and researching information that enhances the value of the site.

The position requires proficiency in using and interpreting analytics and reporting tools, proficiency with Drupal, Adobe Creative Suite (Photoshop, Acrobat, InDesign, Dreamweaver, Illustrator); Microsoft (Word, Exchange, Outlook, PowerPoint). Technical understanding of all; and proficiency with some: HTML, CSS, PHP, Javascript, SQL, social media platforms, and web publishing.

Typical Qualifications: Bachelor's degree in MIS, Computer Science, Communications or related field

Relevant Experience: 3 years or more

Video Journalist/Storyteller

Provides for shooting and reporting stories. Develops video stories from start to finish, including origination, research, writing, shooting, production, and editing. Manages regular engagement in digital platforms. Develops, pitches, produces, and edit video franchises and features for desktop, mobile and social platforms. Manages publishing process and optimize content promotion for multiple platforms. The position requires an understanding of the digital media ecosystem, including content-management systems, digital video, streaming, and Web analytics.

Typical Qualifications: Bachelor's degree in Journalism, Communications or related field

Relevant Experience: 3 years or more

Senior Level - Information Technology Specialist

Assesses current technology and organizations plans to develop strategic models that ensure technology achieves objectives. Evaluate the feasibility of proposed new systems development projects, assess new systems design methodologies to improve software quality, and reviews the impact of new systems design policies on the systems design process. Work with developers to implement new systems development and changes to existing system, formulating specifications for computer programmers to use in coding, testing, and debugging of computer programs. Translates organization rules and processes into requirements. Consults with EPA to refine functional requirements. Translates functional requirements into design specifications, and determines best approaches for implementation within the technical environment. Develops and implements cybersecurity plans and procedures to maintain security of information, and analyzes and resolves security incidents. Provides training to agency staff on use of applications.

Applies knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems' structures and operation, and computer programming languages and techniques. This position requires knowledgeable of applicable standards and agency requirements. This position also requires experience with cloud technologies and agile development methodologies, understanding of web development lifecycle phases, and knowledge of applicable standards and agency requirements.

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for un-reviewed action.

Typical Qualifications: Ph.D. in computer science, information technology or related field
Relevant Experience: 10 years or more

Mid Level - Information Technology Specialist

Assesses current technology and organizations plans to develop strategic models that ensure technology achieves objectives. Evaluate the feasibility of proposed new systems development projects, assess new systems design methodologies to improve software quality, and reviews the impact of new systems design policies on the systems design process. Work with developers to implement new systems development and changes to existing system, formulating specifications for computer programmers to use in coding, testing, and debugging of computer programs. Translates organization rules and processes into requirements. Consults with EPA to refine functional requirements. Translates functional requirements into design specifications, and determines best approaches for implementation within the technical environment. Implements cybersecurity plans and procedures to maintain security of information, and analyzes and resolves security incidents. Provides training to agency staff on use of applications.

Applies knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems' structures and operation, and computer programming languages and techniques. This position requires knowledgeable of applicable standards and agency requirements. This position also requires experience with cloud technologies and agile development methodologies, understanding of web development lifecycle phases, and knowledge of applicable standards and agency requirements.

Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in method where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Qualifications: Ph.D. in computer science, information technology or related field
Relevant Experience: 6 years or more

OR

Typical Qualifications: Master's degree in computer science, information technology or related

field

Relevant Experience: 9 years or more

Junior Level - Information Technology Specialist

Assesses current technology and organizations plans to develop strategic models that ensure technology achieves objectives. Evaluate the feasibility of proposed new systems development projects, assess new systems design methodologies to improve software quality, and reviews the impact of new systems design policies on the systems design process. Work with developers to implement new systems development and changes to existing system, formulating specifications for computer programmers to use in coding, testing, and debugging of computer programs. Translates organization rules and processes into requirements. Consults with EPA to refine functional requirements. Translates functional requirements into design specifications, and determines best approaches for implementation within the technical environment. Develops and implements cybersecurity plans and procedures to maintain security of information, and analyzes and resolves security incidents. Provides training to agency staff on use of applications.

Applies knowledge of computer science principles, information management principles, automated data processing (ADP) functions, hardware and software systems' structures and operation, and computer programming languages and techniques. This position requires knowledgeable of applicable standards and agency requirements. This position also requires experience with cloud technologies and agile development methodologies, understanding of web development lifecycle phases, and knowledge of applicable standards and agency requirements.

Under supervision of a senior or project leader, carries out assignment associate with projects. Translates technical guidance received from supervisor into usable information applicable to the particular assignment. Coordinates the activities or research assistants. Assignments are varied and require some originality and ingenuity.

Typical Qualifications: Bachelor's degree in computer science, information technology or related field

Relevant Experience: 3 years or more

ATTACHMENT 3

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE REQUIREMENT	PERFORMANCE MEASURE (PM)	PERFORMANCE STANDARD	SURVEILLANCE METHOD	INCENTIVES & DISINCENTIVES
<u>MANAGEMENT AND COMMUNICATION:</u> The contractor shall maintain contact with the EPA CO, COR, and TOCOR throughout the performance of the contract.	Contractor shall immediately bring potential problems to the appropriate EPA personnel and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3-days of occurrence.	All active task orders will be reviewed by the EPA to identify unreported issues.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Business Relations in the Contractor Performance Assessment Reporting System (CPARS).
<u>EFFICIENCY:</u> For every Task Order awarded establishing a firm, specific level of effort, the contractor shall execute the task order within the planned level of effort specified in the order's PWS or SOW	Deliverables and related work must comply with contractual level of effort requirements. The contractor will be evaluated on its use of planned hours.	All work on the task order shall be completed within 90% to 110% of planned level of effort.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).
<u>TIMELINESS:</u> For every Task Order awarded establishing a firm, specific date for a deliverable, the contractor shall submit the deliverable to the COR, TOCOR and CO no later than the time specified in the order's PWS or SOW	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	95% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).
<u>TECHNICAL QUALITY:</u> For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and, where applicable, based on sound scientific methods. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.	All deliverables and related work must be complete, accurate, thorough, and professionally credible.	Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Task Orders shall be conducted in strict conformance with approved QA plans. Outputs shall withstand internal review by the US EPA and outside reviewers.	EPA Staff will conduct secondary reviews of work completed by the contractor. Feedback will be provided.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Quality of Product or Service in the Contractor Performance Assessment Reporting System (CPARS).

ATTACHMENT 4
CYBERSECURITY ADDENDUM

Cybersecurity Addendum

Task 1 Personally Identifiable Information Contract Closeout

(a) *Definition.* Personally Identifiable Information (PII) - as defined in OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, PII refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

(b) *Certification of Sanitization of EPA-provided and EPA-Activity-Related Files and Information (including but not limited to all records, files, and metadata in electronic or hardcopy format).* As part of contract closeout, the Contractor shall submit a *Certification of Sanitization of EPA-provided and EPA-Activity-Related Files and Information* to the Contracting Officer and the Contracting Officer's Representative (COR) following the template provided in Appendix G of National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization Revision 1, which assesses risk associated with Personally Identifiable Information (PII) that was generated, maintained, transmitted, stored or processed by the Contractor. The Senior Agency Official for Privacy (SAOP) shall review the Certification and coordinate with the Contracting Officer and the COR.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 2 Contractor Return of all EPA-Provided and EPA-Activity-Related Information

(a) Within thirty (30) days (or a different time period approved by EPA) of an EPA request, or after the end of the contract performance period, the Contractor must return all originals of all EPA-provided and EPA-Activity-Related Information (including but not limited to all records, files, and metadata in electronic or hardcopy format). The Contractor must return originals obtained while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Contractors must return all originals so that they cannot be used for further business by Contractor.

(b) Concurrent with the return of all originals as set forth in paragraph (a), the Contractor must document to the EPA the return of all originals of all EPA-provided and EPA-Activity-Related Information (including but not limited to all records, files, and metadata in

electronic or hardcopy format). The Contractor must document originals obtained while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 3 - Verified Secure Destruction of All EPA-Provided and EPA-Activity-Related Information

(a) Within 60 days after the end of the contract performance period or a time period approved by EPA, or after the contract is suspended or terminated by EPA for any reason, and after EPA has accepted and approved the Contractor's return of information, the Contractor must execute secure destruction (either by the Contractor or third-party firm approved in advance by EPA) of all existing active and archived originals and/or copies of all EPA-provided and EPA-activity-related files and information (including but not limited to all records, files, and metadata in electronic or hardcopy format). This information includes but is not limited to information obtained by the Contractor while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Destruction Methods shall be by procedures approved by EPA in advance in writing.

(b) Within 75 days after the end of the contract performance period or a time period approved by EPA, or after the contract is suspended or terminated by EPA for any reason, and after EPA has accepted and approved the Contractor's return of information, the Contractor must document to the EPA the secure destruction of all existing active and archived originals and/or copies of all EPA-provided and EPA-activity-related files and information, (including but not limited to all records, files, and metadata in electronic or hardcopy format). This information includes but is not limited to information obtained by the Contractor while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Destruction Methods shall be by procedures approved by EPA in advance in writing.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 4 Contractor Return of all EPA-Owned and Leased Computing and Information Storage Equipment

(a) Within 60 days (or a different time period approved by EPA) after the end of the contract performance period, the Contractor must return all EPA-owned and leased computing and information storage equipment to EPA.

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 5 Authority to Operate (ATO) Suspension or Revocation

(a) *Definitions.*

(i) Authority to Operate (ATO) - Signed by the Agency chief information officer (CIO) or deputy CIO, ATOs are issued for all information systems that input, store, process, and/or output Government information. In order to be granted an ATO, all federal information systems must be compliant with National Institute of Standard and Technology (NIST) Special Publication (SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, and FIPS Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*. Contractors whose internal information systems will process Sensitive Information incidental to Agency product or service development must meet requirements for NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations*, instead of NIST SP 800-53.

(ii) Information Security Incident - an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. The Contractor must report all known Information Security Incidents if they involve Sensitive Information.

(iii) Sensitive Information - As defined in NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, Sensitive Information is any information where the loss, misuse or unauthorized access to, or modification of, could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive Information is subject to stricter handling requirements than non-sensitive information because of the increased risk if the data are compromised. Some categories of Sensitive Information include Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information

require appropriate protection as stand-alone information and may require additional protection in aggregate.

(b) In the event of an Information Security Incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this requirement, the Contracting Officer may direct the Contractor to take additional security measures to secure Sensitive Information. These measures may include restricting access to Sensitive Information on the Contractor information technology (IT) system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the Sensitive Information from the Internet or other networks or applying additional security controls.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 6 - Security Monitoring and Alerting Requirements

(a) All Contractor-operated systems that use or store EPA information must meet or exceed EPA policy requirements pertaining to security monitoring and alerting. All systems are subject to the requirements of existing federal law, policy, regulation and guidance (e.g., Federal Information Security Management Act of 2002). The Contractor must comply with the EPA-used Department of Homeland Security (DHS) Continuous Diagnostics and Mitigation (CDM) policy for security monitoring and alerting, which includes requirements not limited to:

(1) System and Network Visibility and Policy Enforcement at the following levels:

- (i) Edge
- (ii) Server / Host
- (iii) Workstation / Laptop / Client
- (iv) Network
- (v) Application
- (vi) Database
- (vii) Storage
- (viii) User

(2) Alerting and Monitoring

(3) System, User, and Data Segmentation

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 7 - IT Security and Privacy Awareness Training

- (a) The Contractor must ensure that all Contractor personnel complete EPA-provided mandatory security and privacy training prior to gaining access to EPA information systems. Non-compliance may result in denial of system access.
- (b) The Contractor must ensure that all Contractor personnel complete security and privacy refresher training on an annual basis. EPA will provide notification and instructions to the Contractor on completing this training.
- (c) The Contractor must ensure that each Contractor employee review and sign the *EPA Rules of Behavior* pertaining to appropriate use of EPA information systems prior to gaining access to EPA information systems. The Contractor must also ensure that each Contractor employee reviews these *EPA Rules of Behavior* at least annually. EPA will provide notification to the Contractor when these reviews are required.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 8 Specialized Information Security Training for Staff with Significant Security Responsibilities

- (a) The Contractor must ensure that Contractor personnel with significant information security responsibilities complete specialized information security training based on the requirements defined in the EPA role-based training program (*program provided after Contract award*). The objective of the information security role-based training is to develop an EPA information security workforce with a common understanding of the concepts, principles, and applications of information security to ensure the confidentiality, integrity and availability of EPA's information and information systems. The Contractor is required to report training completed to ensure competencies are addressed. The Contractor must ensure employee training hours are satisfied in accordance with EPA Security and Privacy Training Standards (*provided after Contract award*). The Contracting Officer's Representative (COR) will provide additional information for specialized information security training based on the requirements in paragraph (b).
- (b) The following role-based requirements are provided:
- (c) The Contractor must ensure that all IT and Information Security personnel receive the necessary technical (for example, operating system, network, security management, and system administration) and security training to carry out their duties and maintain certifications.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed

hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 9 Federal Reporting Requirements

(a) Contractors operating information systems on behalf of EPA must comply with Federal Information Security Modernization Act (FISMA) 44 USC Section 3541 reporting requirements. Annual and quarterly data collection will be coordinated by EPA. Contractors must provide EPA with the requested information based on the timeframes provided with each request. Contractor systems must comply with monthly data feed requirements as coordinated by EPA. Reporting requirements are determined by the Office of Management and Budget (OMB), and may change for each reporting period. The Contractor will provide the EPA Contracting Officer's Representative (COR) with all information to fully satisfy FISMA reporting requirements for Contractor systems.

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 10 Protecting Sensitive Information

(a) Definitions.

(1) Sensitive Information.

As defined in National Institute of Standards and Technology Special Publication (NIST SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, Sensitive Information is any information where the loss, misuse or unauthorized access to, or modification of, could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive Information is subject to stricter handling requirements than non-sensitive information because of the increased risk if the data are compromised. Some categories of Sensitive Information include Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information require appropriate protection as stand-alone information and may require additional protection in aggregate.

(2) Personally Identifiable Information (PII).

PII, as defined in OMB Memorandum M-07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with

other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) Sensitive PII.

Sensitive PII refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) Authorization to Use, Store, or Share Sensitive Information.

(1) Through the Contracting Officer, the Contractor must obtain written approval by the Chief Information Officer (CIO) or designee prior to the use or storage of EPA Sensitive Information, or sharing of EPA Sensitive Information by the Contractor with any subcontractor, person, or entity other than the EPA.

(2) The Contractor shall not remove Sensitive Information from approved location(s), electronic device(s), or other storage systems, without prior approval of the CIO or designee obtained through the Contracting Officer.

(c) Information Types. Sensitive Information includes PII, which in turn includes Sensitive PII. Therefore all requirements for Sensitive Information apply to PII and Sensitive PII, and all requirements for PII apply to Sensitive PII.

(d) Information Security Incidents. An *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. The Contractor must report all known Information Security Incidents if they involve Sensitive Information.

(1) Information Security Reporting Requirements.

(i) The Contractor must report all Information Security Incidents and Privacy Breaches in accordance with the requirements below, even if it is believed the Incident may be limited, small, or insignificant. An information security report shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for Sensitive Information, or has otherwise failed to meet contract requirements.

(ii) The Contractor must report via email all Information Security Incidents and Privacy Breaches to the EPA Service Helpdesk immediately, but not later than 30 minutes, after becoming aware of the Incident. The Contractor shall email the EPA Service Helpdesk at CSIRC@epa.gov, and shall also email the Contracting Officer and Contracting Officer Representative (COR). If the Contractor fails to report in 30 minutes, specific Government remedies may include termination in accordance with EPA Requirement *Termination for Default – Failure to Report Information Security Incident*.

(iii) The types of information required in an Information Security Incident and Privacy Breach reports include: Contractor name and point-of-contact (POC) information, Contract number; the type, amount and description of information compromised; and incident details such as location, date, method of compromise, and impact, if known.

(iv) The Contractor shall not include any Sensitive Information in the subject or body of any e-mail. To transmit Sensitive Information, the Contractor shall use Federal Information Processing Standards (FIPS) 140-2 compliant encryption modules to protect Sensitive Information in attachments to email.

(v) If applicable, the Contractor must also provide supplemental information or reports related to a previously reported incident directly to the Contracting Officer, COR and EPA Service Helpdesk at CSIRC@epa.gov. The Contractor shall include any related ticket numbers in the subject line of the email.

(2) Information Security Incident Response Requirements.

(i) All determinations related to Information Security Incidents and Privacy Breaches, including response activities, notifications to affected individuals and related services (e.g., credit monitoring and identity protection) will be made in writing by authorized EPA officials at EPA's discretion and communicated by the Contracting Officer.

(ii) The Contractor must provide full access and cooperation for all activities determined by EPA to be required to ensure an effective Incident Response, including providing all requested images, log files, and event information to facilitate rapid resolution of Information Security Incidents. The Contractor shall maintain the capabilities to: determine what sensitive information was or could have been accessed and by whom, construct a timeline of user activity, determine methods or techniques used to access the information, identify the initial attack vector, and remediate and restore the protection of information. The Contractor is required to preserve all data, records, logs and other

evidence that are reasonably necessary to conduct a thorough investigation of the Information Security Incident.

(iii) The Contractor is responsible for performing Incident and Privacy Breach Response activities required by EPA, including but not limited to inspections, investigations, forensic reviews, data analyses and processing by EPA and EPA OIG personnel and others on behalf of EPA. As requested by the Contracting Officer, the Contractor may provide technical support for the Government's final determinations of responsibility activities for the Incident and/or liability activities for any additional Incident Response activities (e.g., possible restitution calculation to affected individuals).

(iv) EPA, at its sole discretion, may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.

(v) The Contractor is responsible for all costs and related resource allocations required for all subsequent Incident Response activities determined to be required by EPA.

(e) Contractor Plan for Protection of Sensitive Information. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. Upon contract award, the Contractor shall develop and maintain a documentation plan addressing the following minimum requirements regarding the protection and handling of Sensitive Information:

(1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.

(2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of Federal Information Processing Standards (FIPS) 140-2 compliant encryption modules to protect Sensitive Information while at rest and in transit throughout EPA, Contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption modules to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(5) Information Security Incidents. The Contractor shall report to the Government any security incident involving Personally Identifiable Information (PII) of which it becomes aware.

(6) Contractor Access to EPA IT Systems. The Contractor shall configure their network to support access to government systems (e.g., configure ports and protocols for access).

(a) Requirement for Business to Government (B2G) network connectivity. The Contractor will connect to the B2G gateway via a Contractor-procured Internet Service Provider (ISP) connection, and assume all responsibilities for establishing and maintaining their connectivity to the B2G gateway. This will include acquiring and maintaining the circuit to the B2G gateway, and acquiring a FIPS-140-2 Virtual Private Network (VPN)/Firewall device compatible with the Agency's VPN device. Maintenance and repair of contractor procured VPN equipment shall be the responsibility of the Contractor.

(b) Dial-Up ISP Connections are not acceptable.

(c) The Contractor must comply with the Agency's Guidance regarding allowable ports, protocols and risk mitigation strategies (e.g. File Transfer Protocol or Telnet).

(7) IT Security and Privacy Awareness Training. The Contractor must ensure annual security education, training, and awareness programs are conducted for their employees performing under the subject contract that addresses, at a minimum, physical security, acceptable use policies, malicious content and logic, and non-standard threats such as social engineering for their employees. The Contractor must also ensure employees performing under the subject contract receive the Agency's initial and annual information security awareness training.

(8) The Contractor must not conduct default installations of "out of the box" configurations of Commercially Off the Shelf (COTS) purchased products. The contractor shall configure COTS products in accordance with EPA, NIST, Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) or Center for Internet Security (CIS) standards. Standards are listed in order of precedence for use. If standards do not exist from one of these sources, the contractor shall coordinate with EPA to develop a configuration.

(f) *Subcontract flowdown.* The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 11 Security Assessment and Authorization (SA&A)

(a) The Contractor is required to undergo Security Assessment and Authorization (SA&A); i.e., the process by which a federal agency examines its information technology infrastructure and develops supporting evidence necessary for security assurance accreditation, prior to using information systems to access and/or store Government information, potentially including Sensitive Information. The Contractor's facilities must also meet the security requirements for "moderate confidentiality impact" as defined by the Federal Information Processing Standards (FIPS) 199 publication *Standards for Security Categorization of Federal Information and Information Systems*.

(b) For all information systems that will input, store, process, and/or output Government information, the contractor shall obtain an Authorization to Operate (ATO) signed by the Chief Information Officer (CIO) from the Contracting Officer (working with the Contracting Officer's Representative (COR)) before using EPA information in the system. The contractor may be able to obtain an Authorization to Test from the SIO for the office obtaining services that will allow use of EPA information in certain circumstances to facilitate system development or implementation. Before a federal information system can be granted an ATO, it must be compliant with National Institute of Standard and Technology (NIST) SP

800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, and FIPS Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*. Contractors whose internal information systems will process Sensitive Information incidental to Agency product or service development must meet requirements for NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* (instead of NIST SP 800-53) in order to be granted an ATO.

(c) FIPS 199 moderate confidentiality impact must be utilized for Contractor information technology (IT) systems and security control baseline requirements.

(d) Prior to Agency SA&A activities, the COR must complete a Privacy Threshold Analysis (PTA) for all IT systems. Then the COR must provide the completed PTA to the EPA Privacy Officer for a determination of whether a Privacy Impact Assessment (PIA) is required. If a determination is made that a PIA is required, it will be completed by EPA in accordance with EPA PIA Template instructions.

(e) The Contractor is responsible for preparing SA&A documentation with the use of EPA tools and security documentation templates including System Security Plan, Security Assessment Report, Contingency Plan, and Incident Response Plan. The Contractor must follow federally mandated SA&A and Risk Management Framework (RMF) processes throughout the IT system lifecycle process to ensure proper oversight by EPA. RMF modifies the traditional Certification and Accreditation process and integrates information security and risk management activities into the system development life cycle.

(f) The Contractor must submit SA&A documentation as defined in paragraph (e) to the COR at least 60 days before the ATO expiration date.

(g) The Contractor shall fix or mitigate system or security vulnerabilities within a time frame commensurate with the level of risk (as identified by the EPA and Contractor) they present:

- High Risk = 2 business days from vulnerability notification from contractor
- Moderate Risk = 7 business days from vulnerability notification from contractor
- Low Risk = 30 business days from vulnerability notification from contractor

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 12 Contractor System Oversight/Compliance

(a) Pursuant to National Institute of Standards and Technology Special Publication (NIST SP) 800-53 Rev 4, the EPA and GAO have the authority to conduct site reviews for compliance validation and will conduct security reviews on a periodic and event-driven

basis for the life of the contract. Full cooperation by the Contractor is required for audits and forensics.

(b) The Contractor shall provide EPA access to the Contractor's facilities, installations, operations, documentation, databases, information technology (IT) systems and devices, and personnel used in performance of the contract, regardless of the location. The Contractor shall provide access to the extent required, in EPA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of agency data or to the function of information technology systems operated on behalf of agency, and to preserve evidence of information security incidents. This information shall be available to the EPA upon request.

(c) All Contractor systems used in the performance of the contract must comply with Information Security Continuous Monitoring (ISCM) and Reporting as identified in OMB Memorandum M-14-03, Enhancing the Security of Federal Information and Information Systems. In addition, EPA reserves the right to perform ISCM and IT security scanning of Contractor systems with tools and infrastructure of EPA's choosing.

(d) All Contractor systems used in the performance of the contract must perform monthly vulnerability scanning as defined by EPA IT and Security Policy, and the Contractor must provide scanning reports to the Contracting Officer, who will forward them to the EPA CIO or designee on a monthly basis.

(e) All Contractor systems used in the performance of the contract must participate in the implementation of automated security controls testing mechanisms and provide automated test results in Security Compliant Automation Protocol (SCAP) compliant data to the Contracting Officer, who will forward to the EPA CIO or designee on a monthly basis.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 13 Contractor Access to EPA IT Systems

(a) Immediately following contract award, the Contractor shall provide to the Contracting Officer's Representative (COR) a complete list of Contractor employee names that require access to EPA information systems.

(b) The Contractor shall provide a Contractor employee change report by the fifth day of each month after contract award to the COR. The report shall contain the listing of all Contractor employees who separated or were hired under the contract in the past 60 days. This report shall be submitted even if no separations or hires have occurred during this period. Failure to submit a Contractor employee change report may, at the Government's discretion, result in the suspension of all network accounts associated with

this contract. The format for this report will be provided by the COR.

(c) (1) The Contractor shall require each of its employees who will need system access for six months or less to utilize a Personal Identity Verification-Interoperable (PIV-I) card or equivalent, as determined by EPA, in order to access EPA information technology (IT) systems and Sensitive Information. The Contractor shall ensure that its employees will not share accounts to access EPA IT systems and Sensitive Information.

(2) The Contractor shall require each of its employees who will need system access for more than six months to utilize an HSPD-12 compliant Personal Identity Verification (PIV) card, such as the EPA EPASS card, in order to access EPA IT systems and Sensitive Information. The Contractor shall ensure that its employees complete a federal government-initiated background investigation as part of the PIV issuance process. The Contractor shall ensure that its employees will not share accounts to access EPA IT systems and Sensitive Information.

(d) EPA, at its discretion, may suspend or terminate Contractor access to any systems, information/data, and/or facilities when an Information Security Incident or other electronic access violation, use or misuse issue warrants such action. The suspension or termination shall last until EPA determines that the situation has been corrected or no longer exists. Upon request by EPA, the Contractor shall immediately return all EPA information/data, as well as any media type that houses or stores Government information.

(e) The Contractor shall notify the COR at least five days prior to a Contractor employee being removed from a contract (notification shall be at least 15 days for key personnel in accordance with requirement 1552.237-72, *Key Personnel*). For unplanned terminations or removals of Contractor employees from the Contractor organization that occur with less than five days notice, the Contractor shall notify the COR immediately. The Contractor shall ensure that HSPD-12/PIV cards issued to a Contractor's employee shall be returned to the COR prior to the employee's departure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 14 Individual Notification for Personally Identifiable Information

(a) Definitions.

(1) *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(2) *Personally Identifiable Information (PII)*, as defined in OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) *Sensitive PII* refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) The Contractor shall have in place procedures and the capability to notify any individual whose Personally Identifiable Information (PII) resided in the Contractor information technology (IT) system at the time of an Information Security Incident not later than five business days after being directed by the Contracting Officer to notify individuals, unless otherwise approved by the Contracting Officer. The procedures must be approved by the EPA prior to use. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval, by the Contracting Officer in consultation with authorized EPA officials at EPA's discretion. The Contractor shall not proceed with notification unless the Contracting Officer has determined in writing that notification is appropriate.

(c) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (1) A brief description of the incident;
- (2) A description of the types of PII and Sensitive PII involved;
- (3) A statement as to whether the PII or Sensitive PII was encrypted or protected by other means;
- (4) Steps individuals may take to protect themselves;

- (5) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (6) Information identifying who individuals may contact for additional information, including Contractor name and point of contact (POC) and contract number.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 15 Credit Monitoring and Identity Protection

(a) Definitions.

(1) *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(2) *Personally Identifiable Information (PII)*, as defined in OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) *Sensitive PII* refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) *Credit Monitoring Requirements.* In the event that an Information Security Incident involves PII or Sensitive PII, the Contractor may be required to do the following tasks as

directed by the Contracting Officer:

(1) Provide notification to affected individuals as described in the “Individual Notification for Personally Identifiable Information” requirement;

(2) Provide credit monitoring and identity protection services to individuals whose data was under the control of the Contractor or resided in the Contractor information technology (IT) system at the time of the Information Security Incident for a period beginning the date of the Incident and extending not less than 18 months from the date the individual is notified; and/or

(3) Use a dedicated call center; or establish one if necessary and as authorized in writing by the Contracting Officer. Call center services provided by the Contractor shall include:

(i) A dedicated telephone number for affected individuals to contact customer service within a fixed time period as determined by the Contracting Officer;

(ii) Information necessary for affected individuals to access credit reports and credit scores;

(iii) Weekly reports submitted to the Contracting Officer’s Representative (COR) on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or EPA, as appropriate), and other key metrics;

(iv) Escalation of calls that cannot be handled by call center staff to call center management or EPA for resolution, as appropriate;

(v) Preparation of customized frequently-asked-questions-and-answers (FAQs), in consultation as applicable with other parties like subject matter experts and CORs, and that must be approved in advance in writing by the Contracting Officer; and

(vi) Information for affected individuals to contact customer service representatives and fraud resolution representatives for credit monitoring and identity protection assistance.

(c) *Credit monitoring and identity protection services.* At a minimum, the Contractor shall provide the following credit monitoring and identity protection services:

(1) Triple credit bureau monitoring with Equifax, Experian and Transunion;

(2) Daily customer service;

(3) Alerts provided to the individual for changes in credit posture and fraud; and/or

(4) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 16 Compliance with IT Security Policies

(a) Information systems and system services provided to EPA by the Contractor must comply with current EPA information technology (IT), IT security, physical and personnel security and privacy policies and guidance, and EPA Acquisition Regulation 1552.211-79, *Compliance with EPA Policies for Information Resources Management*.

(b) Contractors are also required to comply with current Federal regulations and guidance found in the Federal Information Security Modernization Act (FISMA) of 2014, Privacy Act of 1974, E-Government Act of 2002, Federal Information Processing Standards (FIPS), the 500- and SP500- and 800-Series Special Publications (SP), Office of Management and Budget (OMB) memoranda and other relevant Federal laws and regulations that are applicable to EPA.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 17 Secure Technical Implementation

(a) The Contractor shall use applications that are fully functional and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB).

(b) The Contractor's standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration.

(c) Contractor applications designed for normal/regular, i.e., non-privileged end users must run in the standard user context without elevated system administration privileges.

(d) The Contractor shall apply due diligence at all times to ensure that Federal Information Processing Standard (FIPS) 199 "moderate confidentiality impact" security is always in place to protect EPA systems and information.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 18 Internet Protocol Version 6 (IPv6)

(a) In accordance with EPA technical standards, all system hardware, software, firmware, and/or networked component or service (voice, video, or data) utilized, developed, procured, acquired or delivered in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and/or storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, devices and systems shall maintain interoperability with IPv4 products.

(b) Any IP product or system utilized, developed, acquired, produced or delivered must interoperate with both IPv6 and IPv4 systems and products, in an equivalent or better way than current IPv4 capabilities with regard to functionality, performance, management and security; and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

(c) As IPv6 evolves, the Contractor shall upgrade or provide an appropriate migration path for each item developed, delivered or utilized, at no additional cost to the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above, which is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.

(d) The Contractor shall provide technical support for both IPv4 and IPv6.

(e) All Contractor-provided system or software must be able to operate on networks supporting IPv4, IPv6, or one supporting both.

(f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified, or replaced to bring it into compliance, at no additional cost to the Government.

(g) EPA reserves the right to require the Contractor's products to be tested within an EPA or third-party test facility to demonstrate contract compliance.

(h) In accordance with FAR 11.002(g), this acquisition must comply with the National Institute of Standards and Technology (NIST) US Government (USG) v6 Profile and IPv6 Test Program. The Contractor shall fund and provide resources necessary to support these testing requirements, and it will not be paid for as a direct cost under the subject contract.

(i) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 19 Cloud Service Computing

(a) The Contractor handling EPA information or operating information systems on behalf of EPA must protect EPA information and information systems against unauthorized access, use, disclosure, disruption, modification, or destruction per the Federal Information Security Modernization Act (FISMA) and EPA policy.

(b) EPA information stored in a cloud environment remains the property of EPA, and not the Contractor or cloud service provider (CSP). The Contractor may also be the CSP. EPA retains ownership of the information and any media type that stores Government information.

(c) In the event the Contractor is the CSP or can control the CSP through a subcontracting or other business relationship then the following requirements will apply:

(1) The CSP does not have rights to use the EPA information for any purposes other than those explicitly stated in the contract or applicable "Rights in Data" contract requirements.

(2) The CSP must protect EPA information from all unauthorized access.

(3) The CSP must allow EPA access to EPA information including data schemas, metadata, and other associated data artifacts that are required to ensure EPA can fully and appropriately retrieve EPA information from the cloud environment that can be stored, read, and processed.

(4) The CSP must have been evaluated by a Third Party Assessment Organization (3PAO) certified under the Federal Risk and Authorization Management Program (FedRAMP). The Contractor must provide the most current, and any subsequent, Security Assessment Reports to the Contracting Officer's Representative (COR) for consideration by the Information Security Officer (ISO) as part of the Contractor's overall Systems Security Plan.

(5) The Contractor must require the CSP to follow cloud computing contract best practices identified in "Creating Effective Cloud Computing Contracts for the Federal Government" produced by the Federal Chief Information Officer (CIO) Council and Federal Chief Acquisition Officers Council.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 20 Contract Performance Information and Testimony

(a) Dissemination of Contract Performance Information. The Contractor must not publish, permit to be published, or distribute to the public, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. A copy of any material proposed to be published or distributed must be submitted to the Contracting Officer for

written approval prior to publication.

(b) Contractor Testimony. All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, must be immediately reported to the Contracting Officer.

(c) Subcontract flowdown. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 21 - Rehabilitation Act Section 508 Standards

(a) All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless a FAR 39.204 exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) The following standards are determined to be applicable to this contract:

- (1) 1194.21. Software applications and operating systems
- (2) 1194.22. Web-based intranet and Internet information and applications
- (3) 1194.23 Telecommunications products
- (4) 1194.24 Video and multimedia products
- (5) 1194.25 Self-contained, closed products
- (6) 1194.26 Desktop and portable computers
- (7) 1194.31 Functional performance criteria
- (8) 1194.41 Information, documentation, and support

(c) EPA is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law and any future updates are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board").

(d) Contractor deliverable(s) must comply with these standards.

(e) The final work product must include documentation that demonstrates or provides assurance that the deliverable conforms to the Section 508 Standards promulgated by the Access Board.

(f) In the event of a dispute between the Contractor and EPA, EPA's assessment of the

Section 508 compliance will control and the Contractor will make any additional changes needed to conform with EPA's assessment, at no additional charge to EPA.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Task 22 - Termination for Default - Failure to Report Information Security Incident

(a) Definition. *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(b) If the Contractor was aware of an Information Security Incident and did not disclose it in accordance with the requirements specified in this contract or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

ATTACHMENT 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's

accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.